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FINAL REPORT
PCB REMOVAL ACTION AND SITE REMEDIATION AT THE ROGERS ELECTRIC SITE 5720 OLD COLUMBIA PARK ROAD CHEVERLY, MARYLAND

REWAI Project M91130

Prepared for

Blake Construction Company, Incorporated
1150 Connecticut Avenue NW, Suite 801
Washington, DC 20036

By

R. E. WRIGHT ASSOCIATES, INC.
125 Airport Drive, Suite 36
Westminster, Maryland 21157

March 1993

Reviewed by:

Michael D. Haufler, PG
Director of Professional Services

Submitted by:

Timothy N. Gardner
Project Manager

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1.0 BACKGROUND AND INTRODUCTION

Blake Construction Company, Inc. (Blake), headquartered at 1150 Connecticut Avenue, NW, Suite 801, Washington, DC, is engaged in commercial construction and property management. One of Blake's properties is located at the 5700 block of Old Columbia Park Road in Cheverly, Prince Georges County, Maryland. The northeast corner of this property is isolated from the rest of the lot and neighboring properties by a chain-link fence. This partitioned lot measures approximately two acres in size and has been entirely paved and improved by a building that provides office space and an attached two-vehicle maintenance garage. This portion of the Blake property is designated as 5720 Old Columbia Park Road. Blake's most recent tenant at this property was Rogers Electric Company, Inc. (Rogers) and the address is thus known as the "Rogers Electric Site", or "the site." Rogers had occupied the site for several years prior to, and until 1989. The location of the site is depicted on Figure 1.

Rogers' primary business was commercial electrical contracting. However, the owner of Rogers had apparently operated another business that was engaged in electrical transformer retro-filling, and transformer and polychlorinated biphenol (PCB) contaminated oil removal and disposal. It is unclear what involvement Rogers had with this other PCB related business, except that at the time of Rogers' dissolution, there were waste transformers, welder cores, drums of waste solvents, oils, miscellaneous solid materials, and other miscellaneous debris that were PCB-contaminated and left on the Rogers Electric Site.

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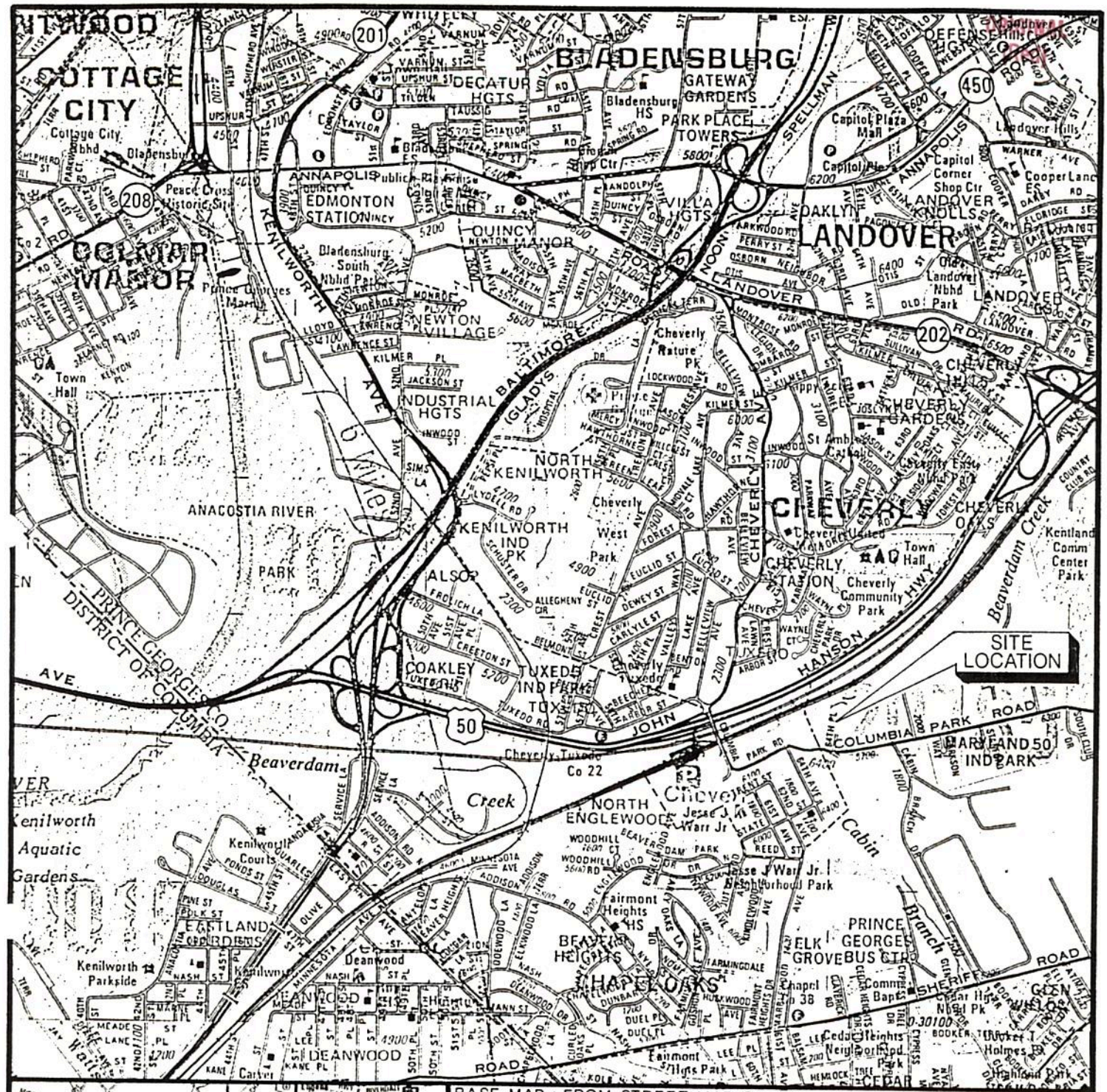

FIGURE 1

BLAKE CONSTRUCTION CO., INC.
RODGERS ELECTRIC SITE

SITE LOCATION MAP

drawn	JST II	approved		drawing no.
checked	TLG	date	3/30/93	M91130-011-AA

r.e. wright associates, inc.
earth resources consultants
middletown, pa. wayne, pa westminster, md.

In November 1991, one of the improperly stored transformers apparently contained some amount of water that froze, resulting in a ruptured cooling fin and a release of fluid onto the adjacent ground surface. The release was observed by yard personnel at Blake's adjoining maintenance and storage yard, and the incident was reported to the local fire station. The Maryland Department of the Environment (MDE) was also notified, as was Region III of the U. S. Environmental Protection Agency (EPA). In addition to the above, Blake also notified R. E. Wright Associates, Inc. (REWAI) of Westminster, Maryland, for emergency response services.

REWAI contacted Clean Harbors, Inc. (CHI) of Baltimore, Maryland to assist in site stabilization and immediate clean up services. Within hours of the notifications described above, CHI stabilized the leaking transformer and, with Blake's assistance, moved it and three other transformers from the northwest corner of the lot to the garage for temporary storage. CHI then excavated the visibly contaminated portions of the pavement and stored that material in covered roll-off containers on-site.

The above incident caused EPA to notify Blake that an Administrative Order by Consent (Order) would be forthcoming to mandate a removal action and site clean up, and to advise Blake that no further site activities should proceed until the Order became final and was issued.

The Order required Blake to produce a work plan to provide specifications for the removal action and clean up, and to engage a qualified contractor to effect the work. Thus, Blake contracted with REWAI to provide an acceptable work plan (plan) and provide complete removal action services as would be specified in the forthcoming Order. In addition, Blake contracted with the law firm of Shaw, Pittman, Potts & Trowbridge

for legal assistance pertaining to the removal action. REWAI then subcontracted CHI to provide site services for the removal action, including sampling, excavation, transportation, and disposal of PCB-contaminated materials as required.

On May 4, 1992, the Order was signed and issued to Blake (Docket No. III-91-58-DC). May 4, 1992 became the effective date of the Order, thus formally initiating the response activities as specified in the Order. A copy of the Order is found in Appendix A. The Order names both Blake and the Defense Reutilization and Marketing Service (DRMS) as respondents. Blake by virtue of site ownership, and DRMS by virtue of that Agency having "arranged for the disposal of some of the PCB Items, including PCB transformers and welder cores which are and have been located at the Site". The Order goes on to specify that "The Respondents are jointly and severally liable for carrying out the provisions of this Consent Order".

Thus, an agreement between Blake and DRMS was formulated to specifically define duties and responsibilities of the respective respondents. Broadly, among more specific assignments of responsibility, the agreement assigned DRMS with the responsibilities of removal, transport, and disposal of all transformers, welder cores, and drums of PCB-contaminated materials on the site, and assigned Blake with "all duties and responsibilities under the Order and Plan, which have not otherwise been specifically delegated to DRMS." A copy of the agreement is found in Appendix B.

In late May 1992, a Draft Work Plan was submitted to EPA for approval. Final EPA comments on the Plan were received by REWAI on July 6, 1992. Revisions to the Plan were subsequently made, and on July 17, 1992 the Revised Final Work Plan was submitted to EPA. On July 28, 1992, REWAI received written approval of the Plan, sent

by Ms. Karen Wolper, Chief, Removal Enforcement Section, Region III EPA. Ms.Wolper would remain responsible for EPA's project oversight throughout the execution of the removal action.

This final report describes the activities performed by REWAI and their subcontractors on behalf of Blake during the removal action. The DRMS activities are described in a separate final report which was prepared by them and submitted directly to EPA. Weekly progress reports were prepared and submitted to EPA during the course of the removal as specified in the order, and they too were prepared in two parts reflecting the work performed by their respective respondents.

2.0 THE REMOVAL ACTION

As required by the Order, the Plan contains a Health and Safety Plan (HASP) that stipulates health and safety requirements and provisions under which all site work must be performed. The HASP is found in Chapter II of the Plan, and was observed during the course of the removal action as necessary.

Chapter III of the Plan addresses the On-Site Activities Plan. The chapter covers site mobilization, site security, fire protection, and six phases of work to be performed to comply with the Order. Each of the six phases of work are referenced and described below.

Mobilization of equipment and materials for Blake's portion of the job began on August 6, 1992. Site security was provided for by existing fencing, with new locks and cautionary signage. Fire protection was addressed by an informal meeting with the local fire station, provision of extinguishers at key job site locations, and conspicuous posting of the emergency response phone number in the job office trailer.

Phase I - Surface and Miscellaneous Materials (Including USTs), Sampling and Analyses

When Rogers abandoned the site in 1989, a large amount and wide variety of tools, equipment, materials, and miscellaneous items and debris were left behind. Among those items were three (3) boats, four (4) motor vehicles, twelve (12) sea containers (forty foot freight bodies without running gear), one (1) forty foot box van, a full tank body from a fuel truck, two (2) partially filled 275-gallon fuel tanks, and a wide variety of pumps,

motors, hoses, and electrical switch-gear, all in addition to the drums, transformers, and welder cores previously mentioned. Most of the sea containers (sea containers 11 and 12 were empty and stacked on top of sea containers 8, 9, and 10) and box van all had materials stored within them. Among the items stored in the sea containers were many electrical equipment components. These items were cataloged, and serial numbers and manufacturers were noted where possible. Manufacturers were then contacted for potential information concerning PCBs being incorporated in those products. A record of this inventory and inquiry activity is found in Appendix C along with the garage and sea container inventory and sampling log. The orientation of the more prominent site features is depicted on Figure 2.

During the course of inventory and sampling activities, a number of small-volume waste chemical containers were found. These items included one-gallon bottles with residual solvents and oils, and one (1) one-gallon bottle of sulfuric acid, various paints and thinners, and some insecticide. These materials were segregated in one corner of the garage to be lab-packed for disposal.

In addition to the surface debris, there were two (2) underground storage tanks (USTs or tanks) on the site. One of the USTs had an accessible fill pipe, and the initial inspection revealed residual fluid within. The other had remote fill and vent pipes, so it was unknown whether fluid was left in it prior to its excavation.

The items described above were dispersed over the entire site, and because of the nature of the site, everything was suspected of being PCB-contaminated until proven otherwise. Thus, an extensive inventory and sampling and analyses process was undertaken to determine which materials were contaminated.

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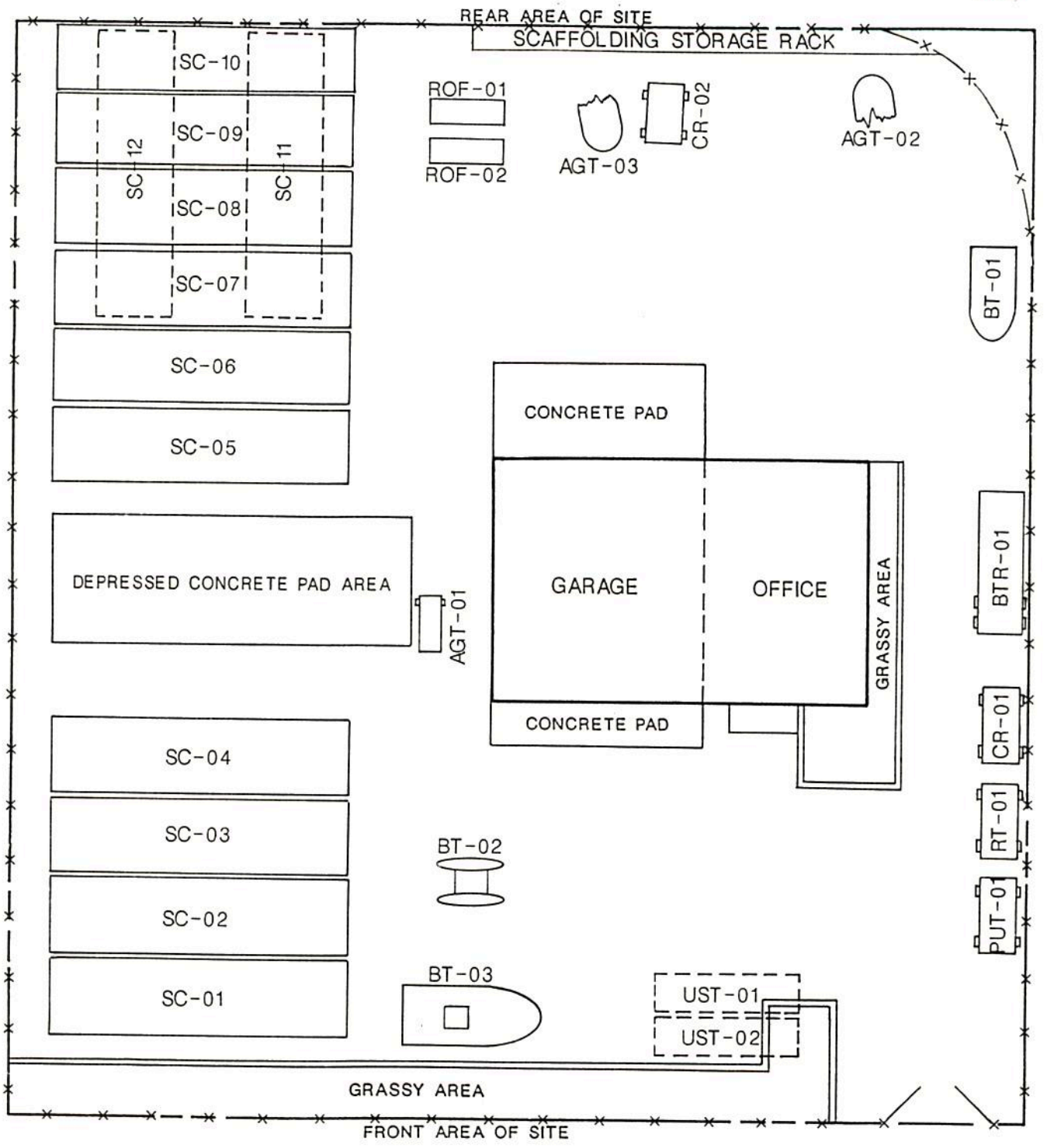

LEGEND

SITE BOUNDARY

FENCE

FIGURE 2

BLAKE CONSTRUCTION CO., INC.
RODGERS ELECTRIC SITE

GENERAL SITE CHARACTERISTICS MAP

drawn JST II	approved TSG	drawing no. M91130-008-AA
checked TSG	date 3/17/93	

r.e. wright associates, inc.
earth resources consultants
middletown, pa. wayne, pa. germantown, md.

Phase III - Subsurface Investigation, Sampling and Analyses

In accordance with the plan, a program of surface asphalt and subsurface soil sampling and analyses was undertaken to determine the condition of the surface pavement and underlying soil with respect to PCB contamination. Because most of the surface debris was stored in the rear of the site, a fifteen foot (15 ft.) sample grid was used to ensure complete coverage. The front of the site was thought not to be a high impact area, so a wider grid was used there. In all, approximately seventy (70) sample points were investigated, utilizing a hollow stem auger and split spoon as specified in the plan. The locations of the sample points are depicted in Figure 3.

At the time of the sampling as described below, sea containers SC-1, 2, 5, and 6 remained on-site and precluded sampling in those areas. Subsequent to their removal, visibly stained areas under sea containers 5 and 6 were excavated and removed, and chip surface samples were collected. Samples from the southwest corner area of the site were not collected, as the previously overlying sea containers (SC-1 and SC-2) did not contain PCB fluid-containing materials, and the pavement was dry and unstained. Additionally, surrounding samples were either uncontaminated or had very low levels of PCBs.

With the exception of sample points outside the site (two along the east, south, and west sides outside the fence, where surface samples were collected, and two sediment samples from the creek bed on the north side), each sample point produced three samples as follows; a surface sample collected from cuttings within the top six inches (Sample Point Number-A), a split spoon sample collected from a depth of one and one half feet (Sample Point Number-B), and a split spoon sample collected from a depth of three feet (Sample Point Number-C).

Because some surface chip samples were collected from the front of the lot during the Phase I portion of the job, corresponding sample points augered during Phase III produced B and C samples only.

The results of the sample analyses indicated limited PCB contamination at eight locations on the site. The contamination was relatively minor (five of the eight areas were contaminated at 100 ppm or less) with the exception of the area adjacent to the north side of the office building where contamination was found at 590 ppm in sample number ASPH-16. The contamination at this location was caused by the temporary staging of 55-gallon drums during DLA's inventory and sampling activities. At all contaminated locations, B and C series samples were either contaminated at concentrations of less than 10 ppm, or at ND concentrations. No contamination was detected in samples collected outside the fenced site. The areas of contamination are designated as A through H as shown on Figure 4.

The results of all air sample analyses performed during Phase III were ND concentrations of PCBs. Copies of the laboratory analyses results are found in Volume II of the attached laboratory analyses results for asphalt chip and augered samples.

Phase IV - Subsurface Remedial Activities and Disposal of Wastes

Based on the laboratory analyses results, the eight identified areas of surface contamination were excavated to an approximate depth of 1 to 1.5 feet. The excavated material was placed into dump trailers and roll-off containers, and transported by Jack Grey, Inc., and CHI to Chem Waste Management's Model City, New York landfill for

a negative test result would indicate that all pieces were clean. This procedure was used where appropriate to help reduce the number of samples collected and analyzed.

Whether or not composite sampling was exercised, each sample point location was determined by the most probable "high impact area", or area most likely to be contaminated, i.e., pavement locations that were low-lying and would receive and accumulate surface drainage and sediment, truck bed surfaces where contaminated materials would most likely have contacted the vehicle, inlets and outlets on fluid handling equipment, threshold areas of building entrances, etc.

The results of all air sample analyses performed during Phase I were non-detectable (ND) concentrations of PCBs. The sample analyses results for this phase of the job are found in Vol. 1 of the attached laboratory analyses results, and are arranged by order of the date of sample collection. The sample location designation on the laboratory analyses result sheet can be cross referenced to the inventory and sampling log in Appendix C.

Phase II - Surface Remedial Activities and Disposal of Wastes

The results of the sampling and analyses of miscellaneous materials indicated that very little of this material was contaminated with PCBs at concentrations above fifty parts per million (50 ppm), and most was either not contaminated with PCBs or contaminated at very low levels. Therefore, in accordance with Federal and State law, materials contaminated with low levels of PCBs could be disposed of as industrial refuse. In addition to the surface debris, it was determined that the water sampled from the roll offs, AST-1, and decontamination water also contained ND or very low levels of PCBs, and

could thus be disposed of as non-PCB contaminated waste water. See Appendix D for letters of disposal determination.

In an effort to dispose of the clean or marginally contaminated material in the most cost effective manner, Blake management decided to haul those materials in their own roll off containers and effect its disposal as industrial waste. Two waste streams were developed as follows:

- Miscellaneous refuse - consisting of wood, glass, fiberglass, plastic, carpeting, and metallic material, generated during the demolition of the boats and sea containers, and during the clean up of all miscellaneous surface debris.

- Scrap metal - consisting of the cut up pieces of UST-1, UST-2, and AST-1 (subsequent to their decontamination and verification sample analyses), and all other pieces, whole, cut, or crushed, of sea container frames and exterior panels, various scrap tools, metal trays, metal boxes, pipes, conduit, and all other miscellaneous scrap metal.

Material from interior floors and paneling of sea containers that contained materials suspected of being PCB contaminated (those that housed drums, transformers, and welder cores) was removed and disposed of as PCB-contaminated waste. These materials were loaded into CHI roll offs or dump trailers operated by Jack Grey, Inc., and hauled to Chem Waste Management's Model City, New York landfill for final disposal. Information on the waste manifests is contained in the text for Phase IV.

Non-Hazardous waste water was shipped in bulk to CHI's Baltimore facility for disposal as non-PCB contaminated industrial waste water.

PCB-contaminated chemical wastes, PCB-containing capacitors, and waste sludge containing PCBs and solvents from USTs 1 and 2 were shipped to CHI's Braintree, Massachusetts facility to be routed for final disposal, and all other non-PCB contaminated lab packed chemical wastes were routed through CHI's Naddick, Massachusetts facility for final disposal. The PCB wastes were shipped under Manifest Number MA G 269578, and the lab packed non-PCB wastes were shipped under Manifest Number MA G 269355. All of these waste materials were ultimately disposed of at one or more of the waste disposal facilities mentioned in the plan, and approved by EPA. Original copies of the waste Manifests for these wastes are retained at Blake's Headquarters.

At the same time the surface clean-up was in progress, the two USTs were cleaned excavated, decontaminated, cut into scrap on-site, and removed for disposal as scrap steel. Soil sample analyses for samples collected from the tank excavations and stockpiled soils indicated that underlying and surrounding soils were not PCB or solvent contaminated above trace concentrations (1.3 ppm PCB, and 240 parts per billion trichloroethene), so the excavations were backfilled with clean crushed stone.

The results of all air sample analyses performed during Phase II were ND concentrations of PCBs.

Phase III - Subsurface Investigation, Sampling and Analyses

In accordance with the plan, a program of surface asphalt and subsurface soil sampling and analyses was undertaken to determine the condition of the surface pavement and underlying soil with respect to PCB contamination. Because most of the surface debris was stored in the rear of the site, a fifteen foot (15 ft.) sample grid was used to ensure complete coverage. The front of the site was thought not to be a high impact area, so a wider grid was used there. In all, approximately seventy (70) sample points were investigated, utilizing a hollow stem auger and split spoon as specified in the plan. The locations of the sample points are depicted in Figure 3.

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Three types of sample media were collected during Phase I as follows:

- Air samples - In accordance with the HASP, personal and ambient air samples were collected whenever site activities were in progress.

- Solid samples - Solid chips were collected from boat hulls, pavement surfaces, sea container interior paneling, ceiling tiles and carpeting in the office area, and other such materials.

- Wipe samples - One hundred square centimeter (100 cm2) wipes were collected on solid surfaces that could not be chipped. Such surfaces included auto body parts, hose inlets and outlets, pump inlets and outlets, engine and electric motor surfaces, interior and exterior tank surfaces, piping surfaces, etc. Hexane was used as a PCB solvent, and gauze was used to perform the wipe.

- Liquid samples - Liquids and sludge residues were collected from the tank body of the fuel truck (AST-1), the two USTs, rainwater that accumulated in roll off containers, and decontamination water.

Because of the number of individual items involved throughout the site, composite sampling was performed where possible. For example, dozens of sections of electric conduit of like dimension and appearance were on a pipe rack. This collection of items was considered to be a homogeneous sampling area, and several random pieces of the conduit were wipe sampled and composited for a single analysis. A positive test result would require all the pieces to be treated in accordance with that result, and, conversely,

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earth resources consultants
gateway west 125 airport drive suite 36 westminster, md 21157
(301) 876-0280

LETTER OF TRANSMITTAL

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JOB NO: M91130 | DATE: 4/2/93

ATTENTION: Ms. Karen Wolper

RE:

To: Kevin Scott

TO: U.S. Environmental Protection Agency
Region III, 841 Chestnut Building
Philadelphia, PA 19107

WE ARE SENDING YOU the following:

- [X] Attached
- [ ] Under separate cover via _____
- [ ] Shop Drawings
- [ ] Specifications
- [ ] Copy of letter
- [ ] Change order
- [ ] Prints
- [ ] Plans
- [ ] Samples
- [ ] _____

COPIES	DATE	NUMBER	DESCRIPTION
	4/2/93		Replacement pages for Rogers Electric Site Final Report

THESE TRANSMISSIONS ARE:

- [ ] For your approval
- [X] For your use
- [ ] As per your request
- [ ] For your review and comment(s)
- [ ] Approved as submitted
- [ ] Approved as noted
- [ ] Corrections noted
- [ ] _____
- [ ] Resubmit with _____ copies for approval
- [ ] Submit _____ copies for distribution
- [ ] Return _____ corrected prints
- [ ] FOR BIDS DUE _____ 19 _____
- [ ] PRINTS RETURNED AFTER LOAN TO US

REMARKS:

Please replace pages 13 and 15 in the Rogers Electric Site Final Report with those attached. Two minor corrections were made after our mailing: a misspelling on page 13 and the misplacement of a sentence in paragraph three of page 15.

Thank you.

COPY TO:

SIGNATURE: Timothy V. Gerdes

FORM 705-2

IF ENCLOSURES ARE NOT AS DESCRIBED, PLEASE NOTIFY US IMMEDIATELY

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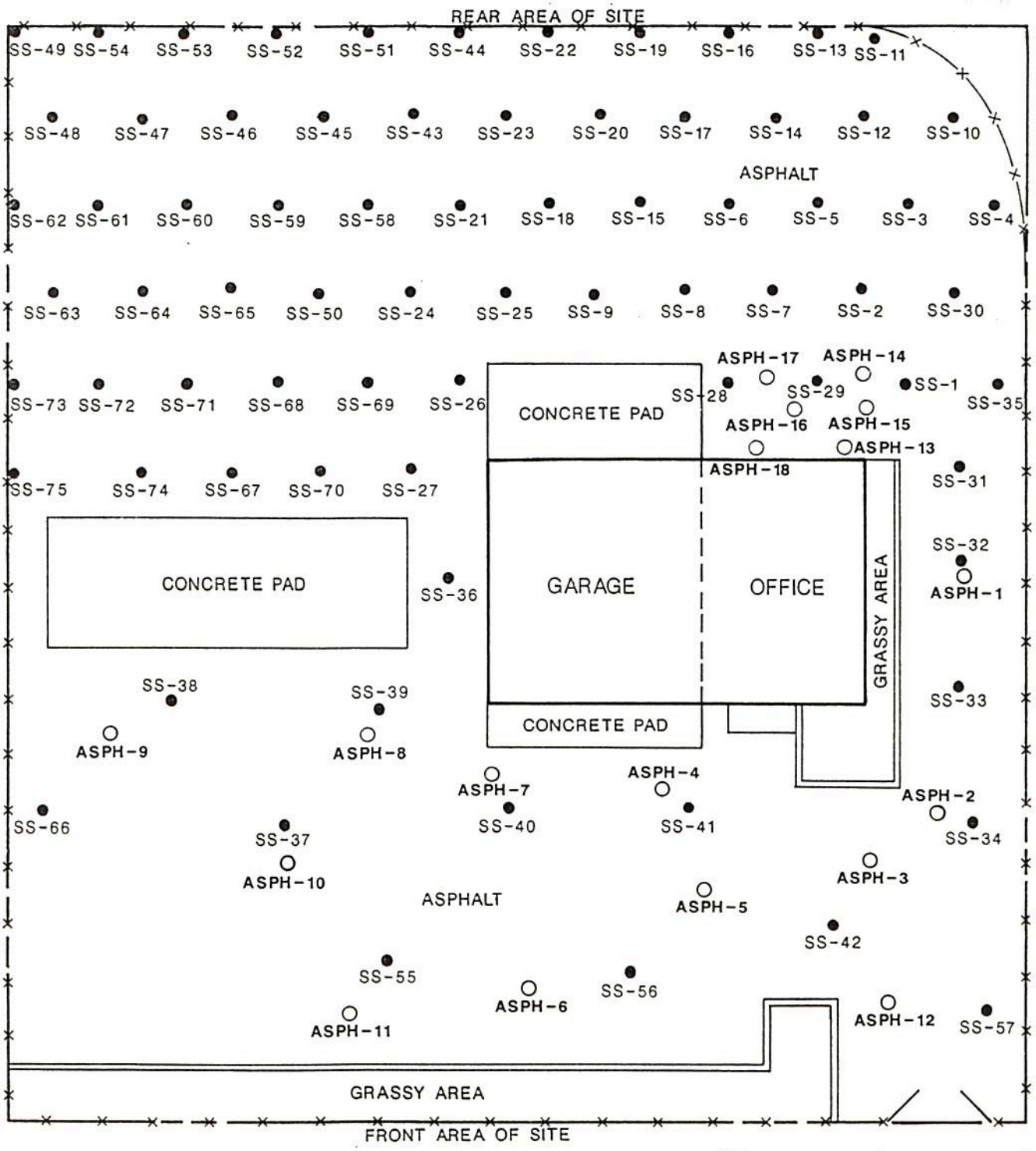

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SCALE IN FEET

LEGEND

- ● BORING SAMPLE LOCATION
- ○ CHIP SURFACE SAMPLE LOCATION
- SITE BOUNDARY
- —×— FENCE

FIGURE 3

BLAKE CONSTRUCTION CO., INC.
RODGERS ELECTRIC SITE

SAMPLE POINT LOCATION MAP

drawn JST II	approved TNG	drawing no. M91130-007-AA
checked TNG	date 3/17/93	

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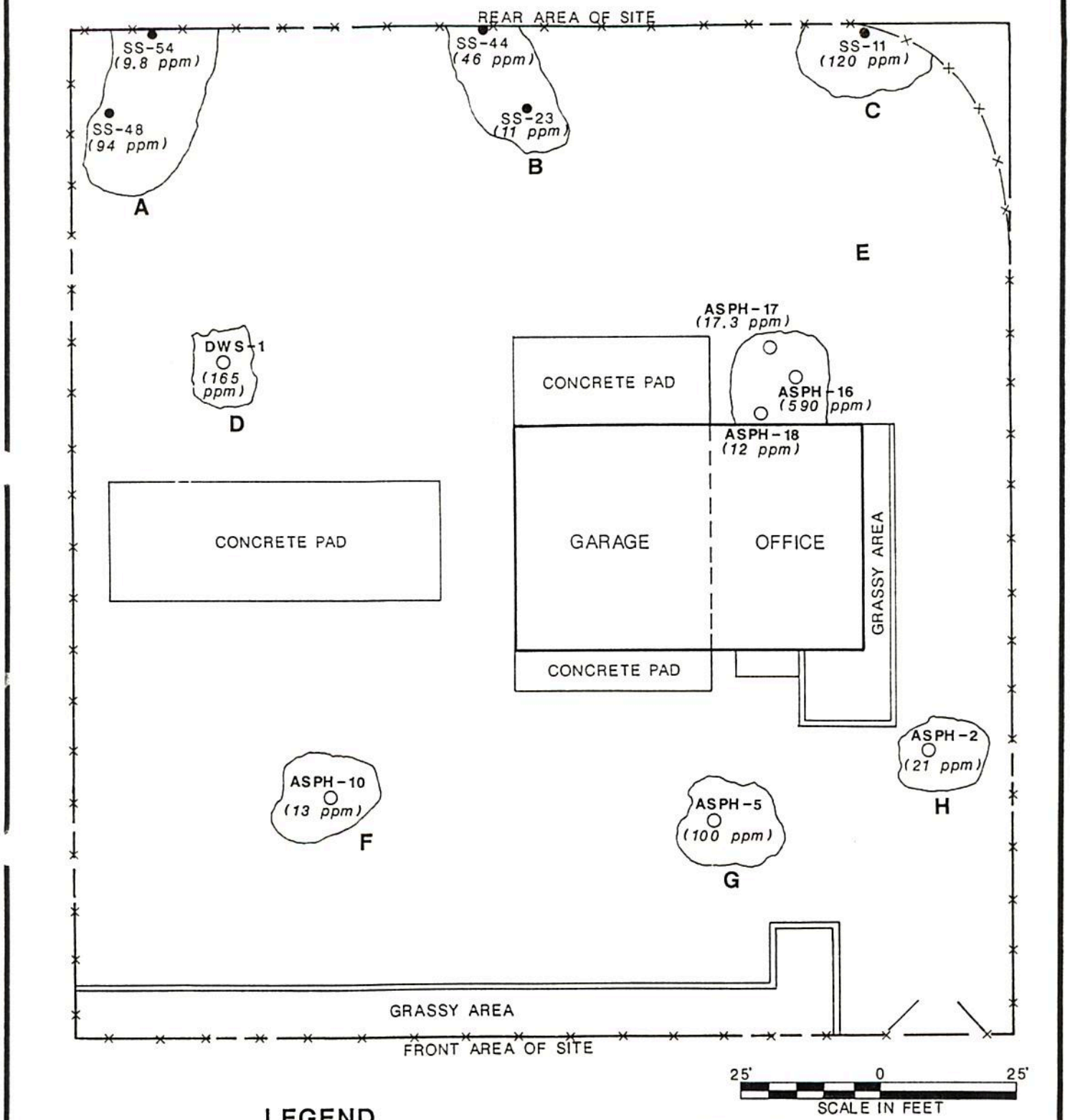

LEGEND

- ● BORING SURFACE SAMPLE LOCATION
- ○ CHIP SURFACE SAMPLE LOCATION
- (13 ppm) CONCENTRATION OF PCBs IN SURFACE SAMPLE
- LIMIT OF EXCAVATION
- SITE BOUNDARY
- FENCE

FIGURE 4

BLAKE CONSTRUCTION CO., INC.
RODGERS ELECTRIC SITE

AREAS OF SURFACE CONTAMINATION

drawn JST II	approved TNG	drawing no.
checked TNG	date 3/30/93	M91130-009-AA

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earth resources consultants
middletown, pa. wayne, pa westminster, md.

final disposal. Subsequent to the excavation activities, soil samples were collected from at least four areas within each excavation and composited for a single analysis per excavated area. This was performed to confirm the adequacy of contaminated soil removal. The results of those analyses indicated that areas A and D would require additional excavation. The above-described process was repeated for those areas, and the results of the subsequent confirmation sampling and analyses indicated that all contamination above 10 ppm PCBs had been removed from the site.

Because of the poor quality of the manifests with respect to reproducibility, copies are not attached. The originals are on file at Blake's corporate office. Listed below, are the manifest numbers, date, and U.S. Department of Transportation Description for each load of material that was hauled to Model City, New York. The total weight hauled was 180.24 tons, consisting of pavement, soil, sea container pieces, and miscellaneous materials.

Manifest Number	DOT Description	Date
NY B 296428 5	RQ Hazardous Substance Solid N.O.S. (Polychlorinated Biphenyls) ORM-E NA9188 (RQ-1#)	3/11/93
NY B 296427 6	" "	3/11/93
NY A 798827 4	" "	1/30/93
NY B 296448 3	" "	1/25/93
NY B 296447 4	" "	1/25/93
NY B 296463 6	" "	1/25/93
NY A 798829 2	" "	1/21/93
NY A 798825 6	" "	1/21/93

NY A 798828 3	"	"	1/18/93
NY B 296446 5	"	"	1/14/93
NY B 296450 1	"	"	1/14/93
NY B 296449 2	"	"	1/14/934

Phase V - Confirmation Sampling and Analyses

Due to the fact that surface and subsurface contamination was less extensive and severe than had been expected, and because the excavated areas had been confirmed clean (ND concentrations or concentrations less than 10 ppm PCBs), REWAI petitioned EPA to relax the requirement for site-wide confirmation sampling and analyses. EPA accepted the proposal, and Phase V of the original Plan was eliminated. A copy of the letter authorizing this change in the Plan is found in Appendix E.

Phase VI- Declaration and Notice of Land Use Restriction

Based on the fact that no documented areas remain with PCB contamination greater than 10 ppm, a Declaration and Notice of Land Use Restriction is not required, and was not prepared.

This Final Report concludes the Removal Action activities required of Blake in accordance with the Order (Docket No. III-91-58-DC).

APPENDIX A

o Administrative Consent Order

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
841 Chestnut Building
Philadelphia, Pennsylvania 19107

OVERNIGHT MAIL

Mr. J. C. White
Blake Construction Company, Inc.
1150 Connecticut Ave., N.W.
Suite 801
Washington, DC. 20036-4104

MAY 04 1992

Re: Removal Action, Rogers Electric Company Site
Cheverly, Maryland

Dear Mr. White:

Enclosed please find a copy of an Administrative Order by Consent ("Order") signed by the Region III Regional Administrator of the United States Environmental Protection Agency ("EPA") pursuant to Sections 104(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9606(a) and 9622.

The Order directs the Respondents to perform certain response activities for protection of the environment at the Rogers Electric Company Site located in Cheverly, Maryland. Please refer to the Order for the specific actions that Respondents are required to undertake and the time frames within which such actions must be taken.

Pursuant to Section XVIII of the Order, the effective date of the Order is the date the Order is signed by EPA.

If you have any questions, please contact Terry A. Stilman of my staff at (215) 597-8170 or Stephen Field, Assistant Regional Counsel, at (215) 597-6178.

Sincerely,

Abraham Ferdas, Director
Superfund Office
Hazardous Waste Management Division

cc: Seth M. Barsky, DOJ
Michael McIntyre, DOJ
John Seymour, Esq

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
841 Chestnut Building
Philadelphia, Pennsylvania 19107

OVERNIGHT MAIL

Mr. Joel Zimmer, Esq.
Office of Counsel
Defense Logistics Agency
Defense Reutilization and Marketing Service
Federal Center
74 North Washington
Battle Creek, MI 49017-3092

MAY [illegible]

Re: Removal Action, Rogers Electric Company Site
Cheverly, Maryland

Dear Mr. Zimmer:

Enclosed please find a copy of an Administrative Order by Consent ("Order") signed by the Region III Regional Administrator of the United States Environmental Protection Agency ("EPA") pursuant to Sections 104(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9606(a) and 9622.

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If you have any questions, please contact Terry A. Stilman of my staff at (215) 597-8170 or Stephen Field, Assistant Regional Counsel, at (215) 597-6178.

Sincerely,

Abraham Ferdas, Director
Superfund Office
Hazardous Waste Management Division

cc: Seth M. Barsky, DOJ (w/enc.)
Michael McIntyre, DOJ (w/o enc.)
John Seymour, Esq

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BEFORE THE
UNITED STATE ENVIRONMENTAL PROTECTION AGENCY
REGION III

IN THE MATTER OF: ROGERS ELECTRIC COMPANY SITE Blake Construction Company and Defense Reutilization and Marketing Service, RESPONDENTS Proceeding Under Sections 104(a) and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9604(a) and 9622	Docket No. III-91-58-DC I hereby certify that the within is a true and correct copy of the original Order filed in this matter. Attorney for EPA

ADMINISTRATIVE ORDER BY CONSENT
FOR REMOVAL ACTION

The parties to this Administrative Order by Consent ("Consent Order" or "Order") Blake Construction Company and the Defense Reutilization and Marketing Service ("Respondents") and the United States Environmental Protection Agency ("EPA"), having agreed to the entry of this Consent Order, it is therefore Ordered, that:

I. JURISDICTION

1.1 This Consent Order is issued pursuant to the authority vested in the President of the United States by Sections 104(a) and 122 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9604(a) and 9622, ("CERCLA"), delegated to the EPA by Executive Order No. 12,580, 52 Fed. Reg. 2923 (1987), and further delegated to the Regional Administrators of EPA. This Consent Order pertains to property located at 5720 Columbia Park Road, Cheverly, Maryland. The property will hereinafter be referred to as the "Rogers Electric Company Site" or "the Site", and is further described in paragraphs 3.1 and 3.2 below.

1.2 The Respondents agree to undertake all actions required by the terms and conditions of this Consent Order.

1.3 The actions taken pursuant to this Consent Order shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300, as amended, ("NCP"), and CERCLA.

1.4 The Respondents consent to and will not contest EPA's authority or jurisdiction to issue or to enforce this Consent Order.

II. STATEMENT OF PURPOSE

2.1 In entering into this Consent Order, the mutual objectives of EPA and Respondents are to conduct a removal action, as defined in Section 101(23) of CERCLA, 42 U.S.C. §9601(23), to abate, mitigate and/or eliminate the release or threat of release of hazardous substances at the Site (as hereinafter defined), and to properly dispose of the hazardous substances located there.

III. FINDINGS OF FACT

3.1 Rogers Electric Company Inc. has, at times relevant to this proceeding, operated an electrical construction contracting company located at 5720 Columbus Park Drive, Cheverly, Maryland (the "Site"). The company is owned by Edward S. Kern.

3.2 The Site consists of approximately two acres that include both a business office and a staging area for various equipment and tools. The Site also contains a storage yard where oil-filled electrical equipment including transformers, welder cores and drums of Polychlorinated biphenyl (PCB) contaminated materials are stored. The Site is presently fenced.

3.3 Approximately 10 transformers, 19 welder cores and approximately 86 drums of PCB contaminated materials (hereinafter referred to as "PCB Items") remain on-site.

3.4 Respondent Blake Construction Company is a corporation organized and existing under the laws of the State of Maryland.

3.5 Respondent Blake Construction Company owns the Site.

3.6 Respondent Defense Reutilization and Marketing Service is a primary level field activity of the Defense Logistics Agency, an Agency of the United States.

3.7 Respondent Defense Reutilization and Marketing Service arranged for the disposal of some of the PCB Items, including PCB

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Transformers and welder cores which are and have been located at the Site.

3.8 On March 2, 1988 the Maryland Department of Environment (MDE), on behalf of EPA, performed an inspection of the Site to determine compliance with the Toxic Substances Control Act (TSCA) PCB Regulations (40 CFR Section 761). During the March 2, 1988 inspection, several transformers and other oil-filled electrical equipment items bearing PCB name plates were found in the yard at the Site. The PCB items had reportedly been on-site for over five years.

3.9 On March 2, 1988 the Rogers Electric Company Site was inspected by the MDE; and violations of the use, disposal and storage requirements of the PCB regulations of 40 CFR Part 761 were found. On December 30, 1988 the United States filed suit against Rogers Electric Company, Inc., charging violations at the Site of the PCB regulations promulgated under TSCA. See, U.S. v. Rogers Electric Company, Inc. et al. No. MJG-88-3944(D.MD).

3.10 On April 18, 1990 MDE re-inspected the Site. PCB-contaminated equipment and PCB-contaminated materials were still present on site. The Site was again inspected on November 15, 1990. Samples were taken of soil, drums, welder cores and stained asphalt. The welder cores, soil and asphalt and other material were found to contain PCBs. Testing results for soil confirmed PCB contamination as high as 380 ppm.

3.11 On January 23, 1991 EPA On-Scene Coordinator Edward Powell (OSC) responded to a report of a release of hazardous substances at the Site. The OSC discovered that one of the PCB Transformers was leaking PCB-contaminated oil onto the ground. The release was caused by improper storage and/or disposal of PCB Items. The OSC further noted the improper storage of additional PCB Transformers and PCB-contaminated materials. As long as there is improper storage of PCBs or PCBs items at the Site, there will be a continuing threat of release of PCBs at the Site.

3.12 PCBs are designated as hazardous substances under Section 101(14) of CERCLA, 42 U.S.C. §9601(14), and in 40 C.F.R. Part 302.4 under the authority of Section 102 of CERCLA, 42 U.S.C. §9602. PCBs may enter the body via skin absorption, ingestion, and/or inhalation. PCBs bioaccumulate in human and animal tissue at concentrations greater than exposure levels. PCBs may cause liver damage, skin discoloration, and chloracne, and are a suspected human carcinogen.

3.13 Respondents do not admit the findings of facts made herein except as to jurisdiction, or any other allegations or determinations contained in this Order, and such findings shall not be considered admissions by Respondents.

IV. CONCLUSIONS OF LAW

4.1 The Rogers Electric Company Site is a facility as defined by Section 101(9) of CERCLA, 42 U.S.C. §9601(9).

4.2 The Respondents are persons as defined by Section 101(21) of CERCLA, 42 U.S.C. §9601(21).

4.3 Hazardous Substances, as defined in Section 101(14) of CERCLA, 42 U.S.C. §9601(14), have been disposed of at the Site and are currently present there.

4.4 There has been a release of hazardous substances at the Site, and there is a continuing threat of release at the Site as defined in Section 101(22) of CERCLA, 42 U.S.C. §9601(22).

4.5 Respondent Blake Construction Company is the owner of the Site, within the meaning set forth in Section 101(20) of CERCLA, 42 U.S.C. §9601(20), and is therefore liable under Section 107 (a)(1) of CERCLA, 42 U.S.C. §9607(a)(1).

4.6 Respondent Defense Reutilization and Marketing Service arranged by contract, agreement or otherwise for the disposal and/or for transportation for disposal of hazardous substances owned or possessed by the Respondent and is therefore liable under Section 107(a)(3) of CERCLA, 42 U.S.C. §9607(a)(3).

4.7 Oil-filled electrical equipment containing PCB concentrations of 50 parts per million (ppm) or greater is considered to be PCB-contaminated and, therefore, must be stored and disposed of according to the requirements of the PCB regulations promulgated under the authority of TSCA, and found at 40 C.F.R. Part 761.

4.8 The Respondents are jointly and severally liable for carrying out the provisions of this Consent Order.

4.9 Respondents do not admit the conclusions of law made herein except as to jurisdiction, or any other allegations or determinations contained in this Order, and such findings shall not be considered admissions by Respondents.

V. DETERMINATIONS

Based on the Findings of Fact and Conclusions of Law set forth above, and upon EPA's review of information in the Administrative Record, EPA has determined that:

5.1 There has been a release of hazardous substances at the Site.

5.2 The actions required by this Consent Order are necessary to protect the public health and welfare and the environment.

5.3 Because there is a threat or potential threat to public health or welfare or the environment, a removal action is appropriate to abate, minimize, stabilize, mitigate or eliminate the release or threat of release of hazardous substances at or from the Site.

VI. PARTIES BOUND

6.1 This Consent Order shall apply to and be binding upon EPA and its agents, Respondents and their agents, successors, and assigns. Neither a change in ownership or corporate or partnership status of the Respondents, nor a change in ownership or control relating to the Site, shall in any way alter any of the Respondents' responsibilities.

6.2 In the event of any change in ownership or control of the Site, any Respondent(s) who are owners and/or operators of the Site shall notify the EPA in writing at least thirty (30) days in advance of such change and shall provide a copy of this Consent Order to the transferee in interest of the Site, prior to any agreement for transfer.

6.3 The Respondents shall provide a copy of this Consent Order to all contractors, subcontractors, laboratories and consultants retained to conduct any portion of the work performed pursuant to this Consent Order, and shall condition all such contracts on compliance with the terms and conditions of this Consent Order.

6.4 Each of the undersigned representatives of Respondents certifies that he or she is fully authorized to enter into the terms of this Consent Order and to execute and legally bind that Respondent to this Consent Order.

6.5 Respondents are jointly and severally liable for compliance with the provisions of this Consent Order. The compliance by one or more Respondents with all or part of this Order shall not in any way excuse or justify non-compliance by any other Respondent.

VII. NOTICE TO THE STATE

7.1 Notice of issuance of this Consent Order has been given to the State of Maryland.

VIII. WORK TO BE PERFORMED

8.1 Pursuant to Section 104(a) of CERCLA, 42 U.S.C. §9604(a), Respondents are ordered to and hereby agree to commence and complete performance of the following removal action ("the Work" or "Work") within the time periods specified.

8.2 Within fifteen (15) business days of the effective date of this Consent Order, Respondents shall retain a qualified contractor to conduct the Work identified in this Consent Order and notify EPA in writing of the identity and qualifications of the contractor. Prior to the initiation of Work, Respondents shall further notify EPA in writing regarding the identity and qualifications of the supervisory person or persons who will be primarily responsible for carrying out the terms of this Consent Order. All supervisory personnel, contractors, subcontractors and/or other persons performing cleanup activities at the Site shall meet the applicable Occupational Safety and Health Administration ("OSHA") requirements as defined in 29 C.F.R. §1910.120. The supervisory personnel, contractors, and subcontractors, including any replacements, are subject to acceptance by EPA. EPA may disapprove the use of any supervisory personnel, contractor and/or subcontractor if EPA believes any such entity is not qualified to perform the Work. In the event of a disapproval by EPA, Respondents shall notify EPA within five (5) days of receipt of EPA disapproval of the supervisory personnel, contractor or subcontractor who will replace the one(s) disapproved by EPA.

8.3 Within five (5) business days of the effective date of this Consent Order, Respondents shall submit a Work Plan ("WP") to the EPA for the Work to be implemented and shall include a schedule of operations for expeditious performance of the Work. The WP shall be consistent with the NCP and shall be subject to approval by EPA according to the provisions of paragraphs 8.4. and 8.8 below. The following are the minimum specific Work items that are to be detailed in the WP:

a. A Site Health and Safety Plan ("Safety Plan") to protect the health of workers, other personnel and the public from the hazardous substances and work-related health and safety hazards during performance of the work specified herein;
b. A plan to provide site security;
c. A plan to provide fire protection;
d. A sampling plan to determine the extent of PCB contamination at the Site.
e. A plan to dispose of all PCB-contaminated soils and asphalt found onsite with a PCB concentration greater than 10 ppm, or to dispose of all PCB contamination greater than 25 ppm, provided that within ten (10) days after the completion of all work required by the

approved WP, Respondents shall record an original executed Declaration and Notice of Land Use Restrictions among the Land Records of Baltimore County, Maryland in such manner as shall be effective to bring said Declaration and Notice of Land Use Restrictions to the attention of any person examining or researching the state or quality of the title to the real property described in paragraphs 3.1 and 3.2 or searching for any encumbrances, covenants, easements, liens, restrictions, or other limitations relating to said property. Respondents shall provide proof of recording to EPA and the State within ten (10) days after the effective date of this Consent Order. The Declaration and Notice of Land Use Restrictions shall describe the location and extent of all PCB confirmation in excess of 10 ppm and shall require that the Site be decontaminated in accordance with the numerical and procedural requirements of the EPA PCB Spill Cleanup Policy at such time as the Site is converted to another use.

f. A plan to dispose of PCB-contaminated transformers, welder cores and PCB-contaminated debris in accordance with the requirements of 40 CFR Part 761;

g. a post cleanup sampling plan to demonstrate that the Site has been decontaminated.

h. A plan to store PCBs and items contaminated with PCBs in accordance with 40 CFR Part 761 while the Work Plan is being carried out; and,

i. An expeditious schedule for implementation of the WP.

8.4 EPA will review the WP and notify the Respondents of EPA's approval or disapproval of the WP. In the event of disapproval, EPA will specify the deficiencies in writing. The Respondents shall respond to and correct the deficiencies identified by EPA and resubmit the WP to EPA within ten (10) business days of receipt of EPA disapproval. Approval, disapproval and/or modification by EPA of the subsequent WP submission shall be according to the provisions of Paragraph 8.8 below. Approval of the WP shall not limit EPA's authority under the terms of this Order to require Respondents to conduct activities consistent with this Order to accomplish the Work outlined in paragraph 8.3 of this Order.

8.5 Within ten (10) business days of receipt from EPA of written approval of the WP, the Respondents shall begin implementation of the Work in accordance with the WP and the schedule therein, and shall further conduct and complete the Work required in the WP in accordance with the approved WP and schedule therein.

8.6 Commencing fourteen (14) calendar days subsequent to the date of receipt of EPA approval of the WP and continuing until EPA advises Respondents that the Work is complete, the

Respondents shall provide EPA with a progress report for each preceding 7 day period. The progress reports shall include, at a minimum: 1) a description of the Work completed and the actions that have been taken toward achieving compliance with this Consent Order; 2) a description of all data anticipated and activities scheduled for the next 7 days; 3) a description of any problems encountered or anticipated; 4) any actions taken to prevent or mitigate such problems; 5) a schedule for when such actions will be completed; 6) copies of all analytical data received during the reporting period; and 7) all modifications to the Work, WP and schedule made in accordance with Section XVIII to this Consent Order, during the reporting period.

8.7 Documents, including work plans, reports, sampling results and other correspondence to be submitted pursuant to this Consent Order shall be sent certified or express mail to the EPA Project Officer, designated pursuant to Paragraph 9.1.

8.8 All WPs, reports, plans, specifications, schedules and attachments required by this Consent Order are subject to EPA approval and shall be incorporated into this Consent Order upon approval by EPA. In the event that EPA disapproves any required submission, EPA will specify the deficiencies in writing. Within ten (10) business days of receipt of EPA disapproval, Respondents shall amend and submit to EPA a revised submission that responds to and corrects the specified deficiencies. In the event of subsequent disapproval of the revised submission, EPA may submit its own modifications to the Respondents, in which case the Respondents are hereby required to implement such modifications. Alternatively, EPA may perform the response action and seek reimbursement of its costs from Respondents and/or take any other action authorized by law. Any non-compliance with such EPA-approved WPs, reports, plans, specifications, schedules, and attachments, submission of deficient revisions following EPA disapproval, or non-compliance with EPA required modifications in the case of subsequent disapprovals as specified in this paragraph shall be considered a failure to comply with a requirement of this Consent Order. Determination(s) of non-compliance will be made by EPA. In the event that EPA disapproves the revised submission(s), and EPA subsequently performs the response action, EPA retains the right to seek reimbursement of its costs, including treble damages, pursuant to Section 107(c) of CERCLA, 42 U.S.C. §9607(c).

8.9 Respondents shall provide to EPA upon request any and all information and documents in any of their possession, custody or control resulting from and/or pertaining to Work performed by Respondents pursuant to this Consent Order including, but not limited to, analytical data (including raw data), Site safety data, Site monitoring data, operational logs, copies of all hazardous waste manifests (including copies of all hazardous waste manifests signed upon receipt of the hazardous wastes by a

licensed treatment, storage or disposal facility), identities of treatment, storage and/or disposal facilities used, identities of transporters used, and identities of any contractors and subcontractors and supervisory personnel used, information and documents concerning Respondents' compliance with Quality Assurance and Quality Control requirements of this Consent Order, information and documents relating to Respondents' efforts to secure access, and information and documents relating to any project delays. Nothing herein shall be interpreted as limiting the inspection and information-gathering authority of EPA under Federal law.

8.10 Within twenty (20) calendar days of completion of all Work required in the approved WP, Respondents shall submit a written report to EPA detailing the Work completed, and notifying EPA of such completion. EPA may inspect the Work for adequacy of Respondents' performance of such Work. EPA will notify Respondents, in writing, of any Work deficiencies and the corrective Work actions required to correct these deficiencies at the Site. Such required corrective Work actions shall be consistent with the NCP and all applicable Federal laws or regulations. Respondents shall take the necessary corrective Work actions to address any Work deficiencies identified by EPA.

8.11 Respondents shall not remove any waste materials from the Site, except in conformance with the terms of this Consent Order and all applicable Federal, State or local laws or regulations, as required by the NCP.

8.12 Respondents shall not commence any response actions or Work required by this Consent Order, except in conformance with the terms of this Consent Order. No Respondent shall interfere in any way with the performance of response actions in accordance with this Order by any other Respondent.

IX. DESIGNATED PROJECT COORDINATORS

9.1 On or before the effective date of this Consent Order, EPA and the Respondents shall each designate a Project Coordinator. Each Project Coordinator shall be responsible for overseeing the Work required by this Consent Order. The Respondents shall notify EPA of their designated Project Coordinator no later than five (5) days after the effective date of this Consent Order. To the maximum extent possible, communications between the Respondents and EPA, and all documents, including WP reports, approvals, and other correspondence, concerning the activities performed pursuant to the terms and conditions of this Consent Order, shall be directed to the Project Coordinators as set forth in paragraph 8.7 above.

9.2 The Project Coordinator for EPA is:

Terry Stilman, On-Scene Coordinator
U.S. Environmental Protection Agency
Enforcement Section (3HW33)
841 Chestnut Building
Philadelphia, PA 19107
(215) 597-6680

9.3 The Respondents shall have the right to change their Project Coordinator. Such a change shall be accomplished by notifying EPA in writing at least five (5) days prior to the change.

9.4 EPA shall have the ability to change its Project Coordinator at any time without prior notice to Respondents. EPA's intent is to notify the Respondents as soon as practicable following any such change of its Project Coordinator.

9.5 The absence of the EPA Project Coordinator from the Site shall not be cause for the stoppage or delay of Work except when such stoppage or delay is specifically required by EPA.

X. QUALITY ASSURANCE

10.1 The Respondents shall use quality assurance, quality control, and chain of custody procedures in accordance with the "EPA NEIC Policies and Procedures Manual" dated May 1978, revised November 1984, EPA Document 330/9-78-001-R and "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans," December 1980, QAMS-005/80, while conducting all sample collection and analysis activities required by this Consent Order. The Respondents shall consult with EPA in planning for, and prior to, all sampling and analysis required by the approved WP. The Respondents shall use a laboratory(s) which has a documented Quality Assurance Program that complies with EPA guidance document QAMS-005/80.

XI. SITE ACCESS

11.1 As of the effective date of this Consent Order, Respondents shall provide access to EPA and its employees, agents, consultants, contractors, and other authorized and/or designated representatives for the purposes of conducting and/or overseeing any Work required by or relating to this Consent Order. Such access shall permit EPA and its employees, agents, consultants, contractors, and other designated representatives to conduct all activities described in paragraph 11.3 of this Consent Order.

11.2 To the extent that property wherein Work must be undertaken pursuant to the terms and conditions of this Consent Order is presently owned or controlled by parties other than Respondents to this Consent Order, the Respondents shall use their best efforts to obtain Site access arrangements from the present owners within thirty (30) days of the effective date of this Consent Order. Such agreements shall provide reasonable access for EPA, and the Respondents and their representatives, including for those activities outlined in 11.3 below. Acceptable access arrangements must involve access agreements fulfilling the requirements of paragraphs 11.1 and 11.3 of this Consent Order. In the event that the property owner refuses to provide such access or access agreements are not obtained within the time designated above, whichever occurs sooner, the Respondents shall notify EPA in writing within five (5) days of all efforts to obtain access and the circumstances of the failure to obtain access. The Respondents shall also notify EPA of all efforts to obtain such agreements. EPA may then take steps to provide such access. Respondents shall reimburse the United States for all costs incurred in obtaining access which are not inconsistent with the NCP.

11.3 EPA and/or its representatives shall have the authority to enter and freely move about the location where the response action and/or Work is being performed at all reasonable times for the purpose of, inter alia: inspecting Work, inspecting records, operating logs, and contracts related to the Site; reviewing the progress of the Respondents in carrying out the terms of this Consent Order; conducting such tests as EPA deems necessary; using a camera, sound recording or other documentary type equipment; and verifying the data submitted to EPA by the Respondents. The Respondents shall permit such persons to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, in any way pertaining to Work undertaken pursuant to this Consent Order.

11.4 Notwithstanding any provision of this Consent Order, EPA retains all of its access and information-gathering authorities and rights under CERCLA, and any other applicable statute or regulation.

XII. DISPUTE RESOLUTION

Sub-sections 12.1, 12.2, 12.3, 12.4 and 12.5 below apply to all disputes under this Consent Order except disputes concerning the payment of stipulated penalties by the Defense Reutilization and Marketing Service (DRMS) which are addressed in sub-sections 12.6, 12.7, 12.8, 12.9 and 12.10.

12.1 Except as specifically set forth elsewhere in this Order, if a dispute arises under this Order, the procedures of this Section shall apply. If the Respondents object to any EPA notice of disapproval or requirement made pursuant to this Order, the Respondents shall notify EPA's Project Coordinator in writing of their objections within seven (7) days of receipt of the disapproval notice or requirement. The Respondents' written objections shall define the dispute, state the basis of the Respondents' objections, and be sent via certified mail return receipt requested. The Parties to this Consent Order then have an additional seven (7) days to reach an agreement. If an agreement is not reached within seven (7) days, the Respondents may request a determination by EPA's Superfund Removal Branch Chief. The Branch Chief's determination shall set forth EPA's decision regarding the disputed issue.

12.2 The Respondents shall proceed in accordance with EPA's final decision regarding the issue in dispute, regardless of whether the Respondents agree with the decision. If the Respondents do not actually perform the work in accordance with EPA's final decision, EPA reserves the right in its sole discretion to conduct the work itself, to seek reimbursement from the Respondents, to seek enforcement of the decision, to seek stipulated penalties, and/or to seek any other relief, as appropriate.

12.3 Respondents' obligations under this Consent Order shall not be tolled by submission of any objection for dispute resolution under this Section XII. The invocation of dispute resolution does not stay stipulated penalties under this Order. The pendency of any dispute under this Section shall not affect any Party's responsibility for timely performance of the work required by this Order. All elements of the work required by this Order shall continue and be completed in accordance with the applicable deadlines. EPA reserves the right in its sole discretion to conduct the work itself, to seek reimbursement from the Respondents for costs incurred in conducting such work, to seek enforcement of a decision following dispute resolution, to seek stipulated penalties, and/or to seek any other relief, as appropriate.

12.4 When dispute resolution is in progress, work affected by the dispute will continue unless EPA's Project Coordinator directs, in writing, that work related to the dispute be stopped because, in EPA's opinion, such work is inadequate or defective, and such inadequacy or defect is likely to yield an adverse effect on human health or the environment, or is likely to have a substantial adverse effect on the remedy selection or implementation process.

12.5 In order to prevail in any dispute regarding oversight costs, Respondents must demonstrate that the costs have been

calculated incorrectly or have been incurred in a manner inconsistent with the NCP.

12.6 Except as specifically set forth elsewhere in this Order, if a dispute arises regarding stipulated penalties for DRMS under this Order, the procedures of paragraphs 12.6, 12.7, 12.8, 12.9 and 12.10 shall apply. If DRMS objects to any EPA stipulated penalties determination made pursuant to this Order, DRMS shall notify EPA's Project Coordinator in writing of its objection within seven (7) days of receipt of the EPA notification. DRMS's written objections shall define the dispute, state the basis of DRMS's objections, and be sent via certified mail, return receipt requested. EPA and DRMS then shall have an additional fourteen (14) days to reach agreement. If an agreement is not reached within fourteen (14) days, DRMS may request a determination by EPA's Superfund Removal Branch Chief, Region III. The Branch Chief's determination shall set forth EPA's decision regarding the disputed issue.

12.7 If a dispute concerns the imposition of stipulated penalties for DRMS, and no agreement has been reached through informal dispute resolution as set forth in paragraph 12.6 above and DRMS disagrees with the decision of the Superfund Removal Branch Chief, a written statement of dispute shall be forwarded to the Dispute Resolution Committee (DRC). The EPA representative on the DRC is the Associate Director, Office of Superfund, of EPA Region III. The DRMS representative on the DRC is the Commander, DRMS. The DRC shall have seven (7) days to resolve the dispute and issue a written decision.

12.8 If the DRC is unable to resolve the dispute within the seven (7) day period, the written statement of dispute shall be forwarded to the Senior Executive Committee (SEC). The SEC shall serve as the forum for resolution of disputes not resolved by the DRC. The EPA representative on the SEC is the Director, Hazardous Waste Management Division of EPA Region III. The DRMS representative on the SEC is the Staff Director, Directorate of Installation Services and Environmental Protection, Defense Logistics Agency (DLA). The SEC shall have seven (7) days to resolve the dispute and issue a written decision. If the SEC is unable to resolve the dispute within the seven (7) day period, the Division Director shall issue a written position on the dispute. DRMS may, within seven (7) days of the Division Director's issuance of a written position, issue a notice elevating the dispute to the Regional Administrator of EPA's Region III. In the event DRMS does not elevate the Dispute to the Regional Administrator within the designated seven (7) day period, DRMS shall be deemed to have agreed with the Division Director's written position on the dispute.

12.9 Upon escalation of the dispute to the Regional Administrator in accordance with the procedures above, the

Regional Administrator will review and resolve the dispute within fourteen (14) days. Upon request, and prior to the resolution of the dispute, the Regional Administrator shall confer with the DLA Director, or his designee, to discuss the dispute. The Regional Administrator shall then provide DRMS with a written final decision setting forth the resolution of the dispute.

12.10 The invocation of dispute resolution does not stay the accrual of stipulated penalties under this Order; however such penalties need not be paid to EPA until the resolution of the dispute pursuant to the procedures of this Section.

XIII. DELAY IN PERFORMANCE AND STIPULATED PENALTIES

13.1 For each day or portion thereof of failure of the Respondents to comply with any requirement of this Consent Order at the time and in the manner set forth herein, the Respondents shall be liable upon demand to EPA for the sums set forth below as stipulated penalties. Checks shall be made payable to the Hazardous Substance Superfund. Checks shall be addressed to:

U.S. Environmental Protection Agency, Region III
Attention: Superfund Accounting
P.O. Box 360515M
Pittsburgh, PA 15251

Payment shall be made by cashier's or certified check within thirty (30) calendar days of receipt of demand. A copy of the transmittal letter shall be sent to the EPA Project Coordinator. A copy of the transmittal letter and check shall be sent to: EPA Region III Hearing Clerk (3RC00), 841 Chestnut Building, Philadelphia, PA 19107.

13.2 Stipulated penalties shall accrue in the amount of $5,000 for the first week or portion thereof and $10,000 for each subsequent week or portion thereof. The stipulated penalties set forth in this Section do not preclude EPA from pursuing other penalties or sanctions available to EPA for failure to comply with the requirements of this Consent Order or applicable law.

XIV. FORCE MAJEURE AND NOTIFICATION OF DELAY

14.1 The Respondents, through their Project Coordinator, shall notify EPA of any delay or anticipated delay in achieving compliance with any requirement of this Consent Order. Such notification shall be made verbally as soon as possible but not later than two (2) days after any Respondent becomes aware of any such delay or anticipated delay and in writing no later than seven (7) days after any Respondent becomes aware of such delay or anticipated delay. The written notification shall describe

fully the nature of the delay, including how it may affect the Work, WP and schedule, the reasons the delay is beyond the control of Respondents if appropriate, the actions that will be or have been taken to mitigate, prevent and/or minimize further delay, the anticipated length of the delay and the timetable according to which the future actions to mitigate, prevent and/or minimize the delay will be taken. The Respondents shall adopt all reasonable measures to avoid or minimize any such delay.

14.2 Any such delay that results from circumstances beyond the control of the Respondents and that cannot be overcome by due diligence on the Respondents' part, shall not be deemed to be a violation of their obligation(s) under this Consent Order, and shall not make the Respondents liable for the stipulated penalties contained in Section XIII, "Delay in Performance and Stipulated Penalties", above. To the extent a delay is caused by circumstances beyond the control of the Respondents, that cannot be overcome by due diligence, the schedule affected by the delay shall be extended for a period EPA deems necessary to complete the Work on an expedited basis, but no greater than a period equal to the delay directly resulting from such circumstances. Increased costs of performance of the terms of this Consent Order or changed economic circumstances shall not be considered circumstances beyond the control of the Respondents. Delay in one item or component of Work or the WP does not justify delay in timely achievement of other items or components. Each such item must be separately addressed and delay substantiated, according to the provisions of paragraph 14.1 above.

14.3 Failure of the Respondents to comply with the notice requirements of paragraph 14.1 above shall constitute a waiver of the Respondents' right to invoke the benefits of this section with respect to that event.

14.4 In the event that EPA and the Respondents cannot agree that any delay in compliance with the requirements of this Consent Order has been or will be caused by circumstances beyond the control of the Respondents that cannot be overcome by due diligence, the dispute shall be resolved in accordance with the provisions of Section XII of this Consent Order, "Dispute Resolution".

14.5 The Respondents shall have the burden of proving that the delay was caused by circumstances beyond their control which could not have been overcome by the exercise of due diligence, the necessity of the proposed length of the delay, and that the Respondents took all reasonable measures to avoid and minimize delay.

XV. RESERVATION OF RIGHTS

15.1 Except as expressly provided in this Consent Order, (1) each party reserves all rights, claims, interests and defenses it may have, and (2) nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Consent Order against Respondent Blake Construction Company, including the right to seek injunctive relief, and the imposition of statutory penalties.

15.2 As provided by this Consent Order, EPA expressly reserves its right to disapprove of Work performed by the Respondents and reserves its right to request and require Respondents to correct and/or to re-perform any and all Work disapproved by EPA, and to request the Respondents to perform response actions in addition to those required by this Consent Order. In the event that the Respondents decline to perform such actions or additional actions, EPA reserves the right to undertake such actions and seek reimbursement of the costs incurred, and/or to seek any other appropriate relief including requiring Respondents to perform such actions. In addition, EPA reserves the right to undertake removal and/or remedial actions at any time that such actions are appropriate under the NCP and to seek reimbursement for any costs incurred, and/or to seek any other appropriate relief.

15.3 EPA reserves the right to bring an action against Respondent Blake Construction Company for recovery of all response and oversight costs incurred by the United States related to this Consent Order and not reimbursed by the Respondents, as well as any other costs incurred by the United States in connection with response actions conducted pursuant to CERCLA at the Site.

15.4 Except as provided herein, Respondent DRMS is not released from any liability which it may have pursuant to any provisions of state and federal law.

15.5 EPA shall not be held as a party to any contract entered into by Respondent DRMS to implement the requirements of this Consent Order. EPA expressly reserves all rights and defenses that it may have against Respondent DRMS, including EPA's rights to undertake response actions at the Site at any time.

15.6 This Consent Order concerns certain removal response activities (Work described in Section VIII above) relating to the Site. The Work required by this Consent Order may not fully address all contamination at the Site. Subsequent response activities which may be deemed necessary by EPA are not addressed by this Consent Order.

15.7 Nothing in this Consent Order shall limit the authority of the On-Scene Coordinator as outlined in the NCP and CERCLA.

XVI. OTHER CLAIMS

16.1 Nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation not bound by this Consent Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site.

16.2 This Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. §9611(a)(2).

16.3 By consenting to the issuance of this Consent Order, the Respondents waive any claim to reimbursement they may have under Sections 106(b), 111 and 112 of CERCLA, 42 U.S.C. §§9606(b), 9611 and 9612.

16.4 By consenting to the issuance of this Consent Order, the Respondents do not release any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation not bound by this Consent Order.

XVII. OTHER APPLICABLE LAWS

17.1 All Work required to be performed pursuant to this Consent Order shall be undertaken in accordance with the requirements of all applicable local, State, and Federal laws and regulations, as required by the NCP.

XVIII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

18.1 The effective date of this Consent Order shall be the date on which it is signed by EPA.

18.2 This Consent Order may be amended by mutual agreement of EPA and the Respondents. Such amendments shall be in writing and shall have as their effective date the date on which such amendments are signed by EPA. Minor modifications to the Work, WP and schedule approved pursuant to this Consent Order may be made by mutual agreement of the Project Coordinators. Such modifications shall be memorialized in writing by the Project Coordinators.

18.3 Any WP, reports, plans, specifications, schedules, or other submissions required by this Consent Order shall be, upon approval by EPA, incorporated into this Consent Order. Any non-compliance with such EPA-approved reports, plans, specifications, schedules, or other submissions shall be considered non-compliance with the requirements of this Consent Order and will subject the Respondents to the requirements of Section XIII "Delay in Performance and Stipulated Penalties", above. Determinations of non-compliance will be made by EPA.

18.4 No informal advice, guidance, suggestions or comments by EPA regarding WPs, reports, plans, specifications, schedules, or other submissions by the Respondents or the requirements of this Consent Order will be construed as relieving the Respondents of their obligation to obtain formal approval when required by this Consent Order, and to comply with the requirements of this Consent Order unless formally modified.

XIX. LIABILITY OF THE UNITED STATES GOVERNMENT

19.1 Neither the United States Government nor any agency thereof, except to the extent such agencies are otherwise liable under CERCLA, shall be liable for any injuries or damages to persons or property resulting from acts or omissions of Respondent Blake Construction Company, or of its employees, agents, servants, receivers, successors, or assigns, or of any persons including, but not limited to, firms, corporations, subsidiaries, contractors or consultants, in carrying out activities including but not limited to Work pursuant to this Consent Order; nor shall the United States Government or any agency thereof be held as a party to any contract entered into by Respondent Blake Construction Company, in carrying out activities, including but not limited to Work pursuant to this Consent Order, unless the United States Government or agency thereof has agreed in writing to be such a party.

XX. REIMBURSEMENT OF COSTS

20.1 After the completion of the Work required pursuant to this Consent Order, EPA shall submit to Respondents an accounting of all oversight costs incurred by the U.S. Government with respect to this Consent Order. Oversight costs shall consist of all costs incurred by EPA, its agents, or contractors in connection with EPA's oversight of the Work to be done by Respondents and their contractors under the terms of this Consent Order.

20.2 Respondents shall, within thirty (30) calendar days of receipt of the accounting, remit a check for the amount of those costs made payable to the EPA Hazardous Substance Superfund. Interest at a rate in accordance with regulations of the U.S.

Treasury shall begin to accrue on the unpaid balance from that date, even if there is a dispute or an objection to any portion of the costs. Checks shall specifically reference the Site and shall be made out and addressed as specified in Section XIII of this Consent Order.

XXI. CERTIFICATION OF COMPLIANCE

21.1 Any notice, report, certification, data presentation, or other document submitted by Respondents under or pursuant to this Consent Order, which discusses, describes, demonstrates, or supports any finding or makes any representation concerning Respondents' compliance or non-compliance with any requirement(s) of this Consent Order shall be certified by a responsible official of each of the Respondents. The term "responsible official" for a corporation means a responsible corporate officer: (a) a president, secretary, treasurer or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or (b) the manager of one or more manufacturing, production or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $35 million (in 1987 dollars when the consumer price index was 345.3), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. The responsible official for a partnership or sole proprietorship means a general partner or proprietor, respectively. The responsible official for DRMS shall mean the Commander, DRMS.

21.2 The certification of the Respondents required by paragraph 21.1 of this Consent Order shall be in the following form:

> "I certify that the information contained in or accompanying this (specify type of submission) is true, accurate and complete."
>
> Signature:_____
> Name (print):_____
> Title: _____

XXII. CALCULATION OF TIME

22.1 Any reference to "days" in this Consent Order shall mean calendar days, unless otherwise specifically provided herein. Any reference to "business days" shall mean every day of the week except Saturdays, Sundays and federal holidays.

XXIII. TERMINATION AND SATISFACTION

23.1 The Respondents' obligations to EPA under this Consent Order shall terminate and be deemed satisfied upon the Respondents' receipt of written notice from EPA that the Respondents have demonstrated, to the satisfaction of EPA, that all the terms of this Consent Order have been satisfactorily completed.

XXIV. ANTI-DEFICIENCY ACT

24.1 Nothing in this Order shall be construed or deemed to obligate funds not available in an appropriation or fund of the U.S. Government, or to imply that any funds obligated during one fiscal year will be available in a future fiscal year, or otherwise be construed to create an obligation of funds by a federal agency in violation of the Anti-Deficiency Act, 31 U.S.C. § 1331.

FOR THE RESPONDENTS:

J.C. WHITE

BY: _____ DATE: February 15, 1992
Blake Construction Company
Title: VICE PRESIDENT-
PROPERTY MANAGEMENT

BY: _____ DATE: April 6, 1992
Defense Reutilization
and Marketing Office
Title: Commander

FOR THE EPA:

BY: _____ DATE: 5/4/92
Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

APPENDIX B

- Agreement Between Blake Construction Company and Defense Reutilization and Marketing Service

EXHIBIT B

AGREEMENT

ROGERS ELECTRIC SITE CLEAN-UP

BETWEEN

BLAKE CONSTRUCTION COMPANY ("BLAKE")

AND

DEFENSE REUTILIZATION AND MARKETING SERVICE ("DRMS")

AGREEMENT

ROGERS ELECTRIC SITE CLEAN-UP

BETWEEN

BLAKE CONSTRUCTION COMPANY ("BLAKE")

AND

DEFENSE REUTILIZATION AND MARKETING SERVICE ("DRMS")

ORIGINAL
(Red)

I. PURPOSE AND SCOPE

1. The Defense Reutilization and Marketing Service ("DRMS") and Blake Construction Company ("Blake") enter into this Agreement for the purpose of working together to implement the activities covered by Environmental Protection Agency Region III ("EPA") Consent Administrative Order Docket No. III-91-58-DC.

2. EPA Consent Administrative Order Docket No. III-91-58-DC, forms the basis for this Agreement and is attached hereto and incorporated herein by reference. ("Consent Order")(Exhibit A.)

3. By entering into this Agreement, DRMS and Blake do not admit, accept, concede, or acknowledge the determinations, allegations, or findings of fact and conclusions of law set out herein or in the Consent Order. DRMS and Blake specifically reserve the right to contest any such determinations, allegations, findings and conclusions in any proceeding regarding the Rogers Electric site.

4. This Agreement shall not be construed as an admission of liability and the fact of DRMS's and Blake's participation in this Agreement shall not be admissible in any proceeding other than an action by DRMS and/or Blake to enforce this Agreement.

5. DRMS and Blake reserve all rights to assert claims and defenses under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act ("SARA"), or any

other statute or common law, unless such rights are specifically waived under this Agreement.

6. Definitions found in Section of 101 of CERCLA shall apply to this Agreement unless otherwise stated.

II. Factual Background

7. This agreement pertains to property located at 5720 Columbia Park Road, Cheverly, Maryland, which property is owned by Blake. The Site is more fully identified in the Consent Order.

8. Under the terms of the Consent Order, Blake and DRMS have agreed to undertake certain actions appropriate to abate, minimize, stabilize, mitigate or eliminate the release or threat of release of Polychlorinated Biphenyls or "PCBs" at the Site.

9. The Consent Order places the responsibility of compliance with the terms of the Consent Order upon both Blake and DRMS.

10. In an effort to reduce the costs and burdens involved with compliance with this order, DRMS and Blake wish to agree to an orderly and clear delineation between themselves of the responsibilities each will bear in achieving compliance with the Order.

III. AGREEMENT

In consideration of the foregoing, DRMS and Blake mutually agree as follows:

11. NCP: The activities conducted at the site under the Consent Order shall be performed in a manner consistent with the

National Oil and Hazardous Substance Contingency Plan (NCP) as well as CERCLA and SARA.

12. DRMS: DRMS shall have the following duties under this Agreement:

a) Proper and timely removal, transport and disposal of all transformers, welder cores and drums of PCB contaminated materials which remain on the Site in a time and manner consistent with the Consent Order and the Work Plan for Remedial Action submitted to and approved by the EPA ("Work Plan")(Exhibit B);

b) DRMS shall designate an individual who shall be responsible for communication with Blake should any questions or issues arise regarding the work being performed by either party which pertain to compliance with either the NCP, the terms and conditions imposed on the parties under the Consent Order, this Agreement or the Work Plan; and,

c) DRMS shall notify Blake immediately should DRMS become aware of any conditions or problems regarding the work being performed by DRMS under this Agreement which might reasonably be anticipated to impact DRMS's ability to comply with the NCP, the terms and conditions of the Consent Order, this Agreement or the Work Plan.

13. Blake: Blake shall have the following duties under this Agreement:

a) Proper and timely compliance with all duties and responsibilities under the Consent Order and Work Plan which have

not otherwise been specifically delegated to DRMS under the terms of this Agreement. This shall include but not be limited to, designation of a Project Coordinator and compliance with paragraphs 8.2 through 8.10 of the Consent Order.

b) Blake shall designate an individual who shall be responsible for communication with DRMS should any questions or issues arise regarding the work being performed by either party which pertain to compliance with either the NCP, the terms and conditions imposed on the parties under the Consent Order, this Agreement or the Work Plan; and,

c) Blake shall notify DRMS immediately should Blake become aware of any conditions or problems regarding the work being performed by Blake under this Agreement which might reasonably be anticipated to impact Blake's ability to comply with the NCP, the terms and conditions of the Consent Order, this Agreement or the Work Plan.

14. Limitation of Liability: Performance by DRMS under this agreement is subject to the availability of Defense Environmental Restoration Account (DERA) funds. No provision of the Agreement shall be interpreted as, or constitute, a commitment or requirement that DRMS obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

15. Reservation of Rights: It is the intent of DRMS and Blake to defer any necessary litigation arising out of or related to the Rogers Electric Site until the completion of activities under the Consent Order. However, nothing contained herein shall

prevent the parties from asserting any claim relating to or arising out of the Site against the Site operators, insurers or anyone else otherwise connected with the Site.

16. Financial Arrangements: This Agreement is not intended to act as an allocation of costs between the parties. Subject to paragraph 14, the parties are responsible for arranging for payments of all costs and expenses necessary to perform all necessary work identified under this Agreement, the Consent Order and the Work Plan. The parties specifically reserve the right to assert any claims against each other or any third party for reimbursement or contribution for some or all of the costs and expenses incurred as a result of performance with this Agreement.

17. Cost Information: Blake and DRMS shall, within six weeks after beginning work under the Consent Order and this Agreement and at the end of each 6 week period thereafter, submit to the other a statement detailing expenses incurred during the previous six week period and cumulative to date, together with invoices or other documents relating to the services performed. These documents shall enable the parties to this Agreement to monitor expenses incurred under the Consent Order, and shall not serve as an audit or as a final statement of expenses. The parties specifically reserve the right to request, for purposes of any final allocations of cost, other financial statements or documents as necessary. The intent of this paragraph is to insure general notice as to the costs being incurred. Failure to

include specific costs in a statement does not amount to a waiver of claim for such costs.

18. Modification or Withdrawal

a) This Agreement can be modified or amended by mutual agreement at any time. Discussion of a modification or amendment will begin within twenty days of a written proposal to modify. Modifications and amendments shall be in writing and incorporate this Agreement by reference.

b) This Agreement may be terminated by any either party upon any acts of the other which constitute material negligence, nonfeasance, malfeasance, or other material failures in the performance of this Agreement or in the activities controlled by the Consent Order or Work Plan. The parties retain all their rights under federal, state or common law upon breach of this Agreement.

c) The failure of DRMS to perform because of a failure to obtain adequate appropriated funds as described in paragraph 14 above shall not be considered a material breach.

19. Waiver or Acceptance: The parties recognize that although this document requires them to share certain information regarding the work to be performed and allows for comment on such work, the ultimate responsibility for proper compliance with the Work Plan and Consent Order remains with the party designated such responsibility in paragraphs 12 and 13 above. A reviewing parties' approval or failure to object to any proposed work shall

not be considered a waiver of the responsible parties' duties to properly perform all work assigned under this agreement.

20. Documents and Meetings: The parties shall receive copies of all technical reports, draft and final copies of any sampling or investigations conducted at the Site, status reports of the parties or their contractors relating to the work being performed on the Site, and letters to and from EPA, the State of Maryland, or any other regulatory body which relates to any aspect of this Agreement, the Consent Order or the Work Plan or the performance of any party under such documents. Blake also agrees to give DRMS notice of any meetings scheduled with either the State of Maryland or EPA which relate to the clean-up efforts and allow a representative of DRMS to be present if DRMS so wishes.

21. Public Affairs: DRMS will be apprised in advance of any and all public statements to be made regarding the Site condition or performance of the parties under the Consent Order and will be offered the opportunity to join in the public statement or offer a contemporaneous statement.

22. Status Report: Blake agrees to provide copies of status reports relating to the progress of work to DRMS on a bi-weekly basis.

23. Site Access: Blake agrees to provide to DRMS or DRMS's contractors all access to the Site necessary to insure DRMS's ability to perform under this Agreement. Blake also agrees to provide to DRMS access to the Site for a full and complete

inspection of the Site and the progress of the work being performed, including access to all work related documentation upon 24 hours notice.

24. Stipulated Penalties: In the event any penalties are made against Blake and DRMS jointly, payment of these penalties will be the responsibility of the party whose action or inaction caused the stipulated penalty to be incurred. In the event the cause of the incurrence of the penalty is the fault of both parties to this agreement, payment of the stipulated penalty will be borne equally.

25. Separability: If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the balance of the Agreement shall remain in full force and effect.

25. Entire Agreement: This Agreement, and the Agreement as it may be amended, constitute the entire understanding of the signatory parties.

APPENDIX C

- o Inventory of Electrical Control Equipment
- o Garage Inventory
- o Items Segregated for Lab Packing
- o Sea Container Inventory and Sampling Log (Excluding Transformers, Drums, Welder Cores)
- o Miscellaneous Materials and Air Sampling Log

Inventory of Electrical Control Equipment

ORIGINAL
(Red)

Clean Harbors
1604 Bush Street
Baltimore, Maryland. 21230
S. Reilly

REWAI
Blake/ Rogers Electric Site
Cheverly, Maryland.

The following list is comprised of those manufacturers of electric and electronic products found on the Blake/ Rogers Electric site. These companies have been contacted with regards to the existance of PCB's contained inside their products.

In most instances the products found were mechanical devices; such as circiut breaker panels, fused dissconects, and relays with switches. Mechanical d ices such as these do not require, nor can they hold the oils that commonly contain PCB's.

PCB's (in the manufactured state) are most frequently found in oils. These oils were then used as insulation in many electronic products. Their ability to withstand extremly high temperatures without breakdown were utilized in high voltage transformers and "wet" capacitors.

Upon inventorying sea containers one through five, only six transformers were found. These transformers range from low to high voltage. There are no PCB's found in these transformers. Their manufacturers have been contacted and ey contend that these are dry type transformers.

Square D Company (215) 430-7827
No PCB's found in their mechanical devices. Only mechanical products found on the Blake/ Rogers Electric site.

General Electric 1 (800) 626-2004
No PCB's found in their mechanicl devices.
*No PCB's found in 500 KVA 9T51B8 Transformers.

Westinghouse
No PCB's found in their mechanical devices.

Allen Bradly Co. 792-7881
No PCB's found in their mechanical devices.

Swam Electric Company Inc. (717) 637-3821 Contact Joe Becker
Dynaelectric Division.
This electric panel was a fused volt meter. No PCB's contained in these device from the manufacturer.

Cutler Hammer 1 (800) 223-3890
No PCB's found in their mechanical devices.

Dayton Motors (708) 913-7400
Motors have not contained PCB's since the late seventies. Although they were unable to determine the age from the serial number. They doubt very seriously

ORIGINAL
(Red)

that they are that old.

Dwyer Control (219) 879-8868
Michigan City, Indiana
No PCB's found in any of their products.

F.P.E 1 (800) 626-2004
No PCB's found in their mechanical devices.

Pyrotronics (201) 267-1300
Cedar Knolls, New Jersey
No PCB's found in any of their detection units.

I.T.E (410) 792-0541
No PCB's found in their mechanical devices.

Exide (formerly) E.S.B (215) 324-1414
Philidelphia, Pa.
Exide Static Inverter on site.
** POSSIBLE PCB CONTAMINATION IN CAPACITORS **

Eastern Amgus
Recorder

Garage Inventory

ORIGINAL
(Red)

Clean Harbors
1604 Bush Street
Baltimore, Maryland. 21230
S. Reilly

REWAI
Blake/ Rogers Electric
Cheverly, Maryland.

The following items were found in the garrage on the Blake/Rogers Electric Site. This list does not include the transformers located in the garrage and does not include any office material.

ITEM *	* DESCRIPTION *
******	************
G-001	Filing Cabinet
G-002	Shelving Containing Various Electrical Supplies w/ 3 Boxes on Floor
G-003	Diesel Engine
G-004	Cart w/ Generator, Lights, Holding Tanks(fuel)
G-005	Spot Welder
G-006	Arc Welder
G-007	Table
G-008	Shelf: Floor Mat, Electric Motor, 2 Ladders, Chain Grabber, Metal Flashing, Flourecent Lamp, Paper Shiething, Spray Gun.
G-009	Shelving w/ Air Compresor
G-010	2 Trash Buckets
G-011	2 Brooms, 1 Shovel
G-012	Wire Rack
G-013	Metal Shelving (Rack) Emersian Lamp, Trash Pale, Rectifier.
G-014	Circiut Breaker, Electric Fan, Electrical Boxes, Assorted Electrical Components, Preasure Washer, Flame Thrower, Wire (5 spool).
G-015	Circiut Breakers, High Voltage Switch, Fan, 2 Chairs.
G-016	Filing Cabinet.

Items Segregated for Lab Packing

ORIGINAL
(Red)

Clean Harbors
1604 Bush Street
Baltimore, Maryland. 21230
S. Reilly

REWAI
Blake/ Rogers Electric
Cheverly, Maryland.

These Items Came From SC3

PRODUCT *	* QUANTITY *	* SIZE OF CONTAINER *
Paint Thinner	3	Gallon
F nt Thinner	6	1/2 Quart
Lysol	1	Spray Bottle
Motor Oil	1	Quart
Car Wax	1	2 Lbs.
Paint	13	Gallon
	2	5 Gallon
	1	Quart
	1	Pint
Front End Bearing Grease	1	1 Lbs.
esel Fuel Supplement	1	Quart
lvent Extracted Oil- Now Distilled	2	Gallon
Windshield Washer Fluid	1	Gallon
Plastic Cement	1	Gallon
Acetone (EMPTY)	3	Gallon
Gas Cans (EMPTY)	2	5 Gallon
Epoxy Resin	1	5 Quart
Phylon Spray Enamal	2	12 oz.
E erthane Plus Yacht Paint	3	Quart
Bo.ido Hardener	1	Small Tube
Bondo	1	Gallon
Styrene Monomer	1	Gallon
Cauk	4	Tubes
Replacement Chemical Cartriges	2	Boxes
Air Tool Oil	1	Quart
PVC Cleaner	1	Quart
Fiberglass	2	Pints
Hexane Containing > 50ppm PCB's	1	Gallon
Unknown Mixture	2	Gallon

The Following Items Came From the Garrage.

Polly Ureathane Enamal	1	26 oz.
Denatured Alchohol	1	32 oz.
		16 oz.
PCB's	2	Gallon
Petroleium Naptha	1	Quart
luene	1	Quart

ORIGINAL
(Red)

Sulphuric Acid 95% - 98%	1	Quart
Isoproponal	1	Gallon
Engine Oil	1	1/2 Gallon
White Sandy Powder	1	5 Lbs.
Freon	1	15 Lbs.
PCB Chloro Detect	1	2 Cases
Insect Killer	1	12 oz.Spray Can

Sea Container Inventory and Sampling Log
(Excluding Transformers, Drums, Welder Cores)

ORIGINAL
(Red)

Clean Harbors
1604 Bush Street
Baltimore, Maryland

R.E.Wright Associates Inc.
Rogers Electric / Blake Constr.
Cheverly, Maryland

Sea Container Inventory List

Combinations of the following depic the location of that item in the Sea Container.

SC = Sea Container
B = Rear of SC
RT = Right side of SC
L = Left side of SC
/M = Middle point between walls
Middle or M/ = Middle third of SC
Front or F/ = Front third of SC

Sample Abreviations.

- = No Sample taken
pending = Pending results from the lab
N.D= Non detect reading from the sample taken

ITEM *	* DESCRIPTION *	* LOCATION *	RESULTS
******	************	**********	*********
SC1-001	Gasoline powered pump	B	39UG
SC1-002	Box of plastic harnesses	B/RT	-
SC1-003	20Gallon gas drum/4wheel dolly	B/RT	-
SC1-004	Compressed air paint sprayer	B/L	41ug
SC1-005	Compressor	B/L	137UG
SC1-006	Garden/Compressor Hose	B/L	N.D
SC1-007	Light Fixture	B/RT	-
SC1-008	Metal Grates	B/L	-
SC1-009	Metal Tool Box/Drill,Chisel Bits	B/L	ND
SC1-010	"Rogers" Tool Box w/ Misc Items	B/L	940ug
SC1-011	Misc Metal Pieces	B/M	-
SC1-012	Cardboard and Acrylic Pieces	B/M	-
SC1-013	Wooden Ladder	M/RT	-
SC1-014	Orange Tool Box	M/L	168UG
SC1-015	Blue Tool Box	MIDDLE	N.D
SC1-016	Tall Cart w/ Wheels and Tools	MIDDLE	N.D
SC1-017	Electric Fan	M/L	-
SC1-018	Metal Tool Box	M/M	-
SC1-019	White Drum Vacum w/ hoses	M/M	320ug
SC1-020	Double Cylinder Air Compressor	M/M	N.D
SC1-021	10 Gallon Igloo Cooler	M/L	-
SC1-022	Wooden Rool Box	M/L	26ug
SC1-023	Black Metal Tool Box w/ plugs	M/L	N.D
SC1-024	5 Gallon Metal Gas Can	M/L	-
SC1-025	Broken Glass and Mirror Pieces	M/RT	-

ORIGINAL
(Red)

SC1-026	Hoses / Extension Cord	M/RT	-
SC1-027	2 Extending Braces	M/RT	-
SC1-028	3 Gas Powered Pumps	MIDDLE	39ug
SC1-029	Large Johnson Bars	M/RT	-
SC1-030	5 Hard Hats	M/R wall	-
SC1-031	Green Box	M/L	N.D
SC1-032	Orange Hilti Box	M/L	N.D
SC1-033	Green Vacume	MIDDLE	N.D
SC1-034	Drill Press	M/L	N.D
SC1-035	Black and Decker Tool Box	M/RT	N.D
SC1-036	Cables	M/L	-
SC1-037	Large Wooden Tool Box	M/RT	N.D
SC1-038	2 Chain Hoists	M/RT	14ug
SC1-039	2 Misc Pumps	M/RT	12ug
SC1-040	2 Large Pipe Cutters	M/RT	73ug
SC1-041	2 Heavy Duti Jacks	MIDDLE	74ug
SC1-042	4 Pipe Stands	M/L	139ug
SC1-043	Paint (1 gallon)	M/L	-
SC1-044	Large Wooden Tool Box w/ Misc Items	M/L	27ug
SC1-045	4 Spooled Cables w/ Winch	F/L	-
SC1-046	Hydraulic Jack	F/L	N.D
SC1-047	7 Bags of "Quick Gel"	F/L	-
SC1-048	Drill Press	F/RT	89ug
SC1-049	Metal Tool Box w/ Misc Items Inside	F/RT	34ug
SC1-050	Pipe Bender	F/L	30ug
SC1-051	Keorosene Heater	F/L	-
SC1-052	Hand Tools	F/RT	N.D
SC1-053	Polly Drum Vacume	F/L	200ug
SC1-054	2 Metal Jacks	F/L	N.D
SC1-055	Several Metal and Plywood Bars	F/L	-
SC1-056	Garden Sprayer	F/RT	-
SC1-057	Roll-off Chain	F/RT	22ug
SC1-058	Gas Cylinder	F/RT	N.D
SC1-059	Cut Saw	F/RT	N.D
SC1-060	Huge Metal Tool Box	F/M	72ug

SC-1 Labeled with results as of 9/25/92

ORIGINAL
(Red)

Sea Container 2 (SC2)

ITEM *	* DESCRIPTION *	LOCATION *	RESULTS
******	************	**********	*********
SC2-001	Metal Shelf System w/ Misc Files	B/Wall	-
SC2-002	Metal Shelf on Wheels w/ Blueprints	B/RT	-
SC2-003	2 Blue Cushioned Chairs	B/Lcorner	-
SC2-004	Stack of Boxes labeled "Job Folders"	B/L	-
SC2-005	Stack of Cardboard Filing Boxes	B/L	-
SC2-006	Stack of Empty Boxes	B/RT	-
SC2-007	2 Metal Chairs	B/L	-
SC2-008	3 Wicker Chairs	B/L	-
SC2-009	2 Metal Chairs w/ Green Cusions	B/L	-
SC2-010	Small Table	B/L	-
SC2-011	Pallet of Midc Boxes	B/RT	-
SC2-012	Pallet of Misc Boxes	B/RT	-
S -013	Pallet w/ Box	M/RT	-
SC2-014	Pallet w/ Misc Boxes	M/RT	-
SC2-015	Metal Filing Cabinet	M/L	-
SC2-016	Large Box w/ Office Machines	M/L	-
SC2-017	2 Metal Jacks w/ Rollers	M/L	-
SC2-018	Carbon Dioxide Cannister	M/L	-
SC2-019	Pure Carbonic Gas Cannister	M/L	-
SC2-020	Small Blue Carbon Dioxide Cannister	M/L	-
SC2-021	Rusted Compressed Gas Cylinder	M/L	-
SC2-022	Eye and Face Wash Cannister	M/L	-
SC2-023	2 Long Metal Bars & One Cusioned Baseboard	M/L	-
SC2-024	2 Metal Sheves	F/L	-
SC2-025	Metal Table w/ Misc Items	F/M	-
SC2-026	Sample Jars w/ Unknown Liquid Located on SC2-25		
SC2-027	Wooden Ladder	F/RT	-
SC2-028	2 Boxes "Payroll"	F/L	-
S -029	Cardboard Box w/ Misc Items (Extension Cords, Hard Hat, Ect)	F/RT	-
SC2-030	Wooden Drafting Table	F/L	-
SC2-031	Sears Metal Paint	F/L	
SC2-032	Metal Frame	F/L	-
SC2-033	Metal Cart	F/L	-
SC2-034	Unassembled Shelving Unit	F/L	-
SC2-035	Wooden Cabinet	F/RT	-
SC2-036	Cardboard Box Labeled "PCB Support" Filing Cabinet	F/RT	-

ORIGINAL
(Red)

Sea Container 3 (SC3)

ITEM *	* DESCRIPTION *	LOCATION *	RESULTS
******	************	**********	*********
SC3-001	Misc Boat Debris: Plumbing, Toilets, Engine parts ect.	Rear 1/4 of SC	N.D
SC3-002	Electronic Drafting Tables (4)	M/M	N.D
SC3-003	Florecent Bulbs	M/RT	-
SC3-004	Plumbing Snake	M/RT	N.D
SC3-005	Bug Zapper	M/L	-
SC3-006	Aluminum Cabinet- First Aid Kit, 5 Gallon Paint Can, Plyers, Feild Box for Drill Bits, Wheel Caston, Nails, Assorted Rubble.	M/M	66ug
SC3-007	Lay Flat Hose- 2 Sections	M/RT	11ug
S -008	Green Job Box-Rope, Chain, 2Hilti Guns	M/RT	N.D
SC3-009	Hilti Nail Cabinet- Shells, Nails, Bolts	M/RT	N.D
SC3-010	Didgitizer	Front	-
SC3-011	Chain Hoist and Chains	F/C	N.D
SC3-012	Pipe Heaters (2)	F/C	-
SC3-013	Gasoline Cans (2)	F/C	
SC3-014	Pipe Cutter, Drill Bits, Long Anchor Bolts	on SC3-008	150ug
SC3-015A	Grey Job Box	F/C	150ug
SC3-015B	Tools Inside SC3-015A		3800ug
SC3-016	3 Fan Unit	F/L	-
SC3-017	Upright Cabinet w/ Doors- Contains Thinners, Solvents, Boat Finish, "Hexane H2SO4 PCB's Less than 50ppm" 1 gallon, Polly Eurothane, Cauk.	F/R	N.D
SC3-018	Scrap Chopper	F/L	1800ug
SC3-019	8 Shelf Unit 10-12 Cans	F/RT	N.D
S -020	Upright 3 Shelf Unit, Aluminum Solvent Extracted Oil Now Distilled(2), Wind Shield Washer Fluid, Paint Laquar.		57ug
SC3-021	Boat Fuel Tank- 25 Gallon	F/L	N.D
SC3-022	Paint Sprayer	F/L	-
SC3-023	Hydraulic Pipe Bender & Hard Bender	F/L	N.D
SC3-024	Misc. Equipment: Fuel Filters, Wire, Nails, Hard Hat.	F/L	490ug
SC3-025	Acetone Jugs (3) EMPTY 25 Gallon Pales- Painty Enamal	F/R	-

Sea Container 3 Labeled with results: 9/25/92

ORIGINAL
(Red)

Sea Container 4 (SC4)

* ITEM *	* DESCRIPTION *
SC4-001	Pyra -A- Larn Air Duct Smoke Detector Control Unit Type C-B Pat. NO. 2646556 Model No. Dia-9
SC4-002	Square D Company Fused Disconnect 600v.a.c. 250v.d.c.
SC4-003	Square D Company Enclosed Circiut Breaker 600v.a.c. 250v.d.c.
S. -004	Genral Electric Enclosed Type Circiut Breaker Pannel TL8125
SC4-005	Genral Electric QMR Fusible Interupter Cat. No. QMR 324 3 Pole 200Amp 240VAC
SC4-006	F.P.E. Reset Switches Relay (2) Cat. No. 4204 Style CU13-26
SC4-007	F.P.E. Fused Disconnect Cat. No. 1332 Type A 3 Pole 240VAC
SC4-008	Square D Company Electrical Panel QOB & QIB 44-80549
SC4-009	Shul Co. Panel Type XO 3 Phase 120/240VAC
SC4-010	Federal Pacific QM-QBO - 3336 Fused Disconnect
SC4-011	Square D Company Fused Disconnect w/ On & Off Switch Relays Class 8536 Type 5PG13 Form CFP1T
SC4-012	Same As SC4-11
SC4-013	Square D Company Fuse Disconnect w/ On & Of Switch Relays Class 8536 Type SCG-14 Form CFP1T

ORIGINAL
(Red)

SC4-014	F.P.E. Fused Disconnect Cat. No. 1632 Type A 3 Pole 240VAC
SC4-015	F.P.E. QMQB - 1036 100Amp 600VAC
SC4-016	Same as SC4-17
SC4-017	F.P.E. Circuit Breaker Panel Type NEF
SC4-018	Same as SC4-017
SC4-019	F.P.E Circiut Breaker 208VAC Locked
SC4-020	Square D Company Fused Disconnect w/ Starter 8536 SDC-14 NEMA size 2 Starter w/ IC Board
SC4-021	Square D Company Fused Disconnect w/ Starter 8538 SCG-14 NEMA 0&1
SC4-022	Shul Co. Circiut Panel 3 Phase 120/240 VAC
SC4-023	Westinghouse Fused Circiut Panel 3 Phase 600 VAC 225 AMP w/ Isolated Ground
SC4-024	F.P.E. Fused Disconnect 3 Phase 600 VAC 200 AMP
SC4-025	Target Concrete Cutter SER. NO. 185072463-1
SC4-026	F.P.E Circiut Breaker Panel 225 AMP Type NDP
SC4-027	Box of Circiut Breakers 1,2&3 Pole Bolt on THQB Breakers 1,2&3 Pole High Voltage TEYM02 Breakers
SC4-028	Heavy Duti Electric Co. 45 KVA Transformer Ser. No V07729

ORIGINAL
(Red)

SC4-029 Square D Company
Circiut Breaker QCN442-1

SC4-030 Shul Co.
Fused Panel Type XO
3 Phase 120/240 VAC 200AMP

SC4-031 6 Trays

SC4-032 General Electric
2 Transformers ** NO PCB's **
500KVA Type QB 60HZ
Model No.9T51B8

SC4-033 Jefferson Electric Company
3 Transformers
1. Ins. Class H "Powerformer"
Catalog No. 220-012 100KVA Indoor J7709
2. Ins. Class H "Powerformer"
Catalog No. 246-111 150KVA Indoor J7212
3. Ins. Class B "Powerformer"
Indoor J7209

SC4-034 Westinghouse
Temp and Current Control
3508764HO4

SC4-035 Allen Bradley
Bullitan Type 700N Relay

SC4-036 Dwyer
High Static Preassure Alarm and Sensor

SC4-037 Johnson
AL6 Contorl w/ Manual Reset Cutout

SC4-038 2 Dayton Motors
1. 1HP Motor Capacitor Start Motor
CAG 3CX CNL-2664 w/ Switch & Outlet
2. 3 Phase 1HP
Motor Reference # RJ23 14H A813

SC4-039 Square D Company
Circiut Breaker Panel
Type 5DQ14 60 AMP Class 8538

SC4-040 F.P.E
Circiut Breaker Panel
Type NDP Ser No. AV-575472

SC4-041 Square D Company
Power Panel EL-5
Cat No. NQOB-424

ORIGINAL
(Red)

SC4-042
I.T.E
Cat./Ser. No. FI 3B22500S01

SC4-043
Square D Company
Circiut Breaker Pannel
Ser. No. NQOB-424

SC4-044
Shull Company
Circiut Breaker Panel
Type WEB-5

SC4-045
Cutler Hammer(Eaton)
Heavy Duty Safety Switch
Cat. No. DH361NGK

Safety Switch
Cat. No. D32N Series E1

General Electric Fusible Interupter
Cat. No. QMR324

General Electric Fusible Interupter
No Identification Numbers Found

Square D Company
QO Load Center
Cat. No. QOC-30

SC4-046
F.P.E
QMOB Unit
Cat. No. QMQB-4036V
Attached To:
Westinghouse
Size 5AC Control
Cat. No. 11-200 K5R NNA
Machine Style 2050A15G16

SC4-047
Cutler Hammer
Type PB Panel Board

SC4-048
I.T.E
Circiut Breaker Panel
Cat. No. QI3BZZ500501

SC4-049
General Electric
Listed Electrical Cabinet Box
Issue No. P-9040
Plant E

SC4-050
General Electric
Circiut Breaker
Cat. No.TQD32125

ORIGINAL
(Red)

SC4-051 General Electric
Panel Board
Type NLAB Style 5

SC4-052 Dyalectric Contractor
Ser. No. 9130

SC4-053 F.P.E
Circiut Breaker Panel
QMQB Unit Cat. No. 8036VL

SC4-054 Square D Company
Safety Switch w/ Secondary Disconnect
Cat. No.D326N

S´ -055 Empty Pannel Case

SC4-056 Cutler Hammer
Switch Box No. PB424ML2251B34

SC4-058?

SC4-059 Elbow Condiut
NO. I.P

SC4-060 Ansul/ Wormald
Fire Extinguisher
Contents:
2 Bromotrifluoromethane
Super Preasureized To 360PSI @ 700Degrees F
w/ Dry Nitrogen Gas
75 Lbs. of Charge

ORIGINAL (Red)

Sea Container 5 (SC5)

ITEM *	* DESCRIPTION *	* LOCATION *	RESULTS
******	**********	**********	*********
SC5-001	Flourecent Light Bulbs	R/F	-
SC5-002	Box of Fire Detectors	L/F	-
SC5-003	G.E. Lighting Contractors CR160ND	L/F	-
SC5-004	Westinghouse Fuse Panel	L/F	-
SC5-005	Stage Light	R/F	-
SC5-006	General Electric Switch	L/F	-
SC5-007	Cutler Hammer Dissconnect Switch	L/F	-
SC5-008	Boxes of Trim	L/F	-
SC5-009	Macro Edison Fuses	R/F	-
SC5-010	Telephone	R/F	-
S -011	Electric Switch	R/F	-
SC5-012	Light Covers	R/M	-
SC5-013	Switch Boxes	L/M	-
SC5-014	1 Box of Grounding Equipment	L/M	-
SC5-015	Box of Electric Tape	L/M	-
SC5-016	Light Ballast Cat. No. 458-L-SCL-TC-1	L/M	-
SC5-017	Cutler Hammer Panel Board 3Phase 100 AMP	L/M	-
SC5-018	Switch Box	L/M	-
SC5-019	Cieling Lights	R/M	-
SC5-020	Electric Safety Switch	L/M	-
SC5-021	Flex-Conduit	L/M	-
SC5-022	Overhead Light	R/M	-
SC5-023	Flourecent Light Bulbs	R/M	-
SC5-024	Transformer (HXT)	L/M	-
SC5-025	Light Fixtures, Roll Wire, Wire Plugs, Switch Boxes	L/R	-
SC5-026	Overhead Lighting Panel	L/R	-
S -027	Overhead Fourecent Lights	R/R	-
SC5-028	1 Gallon of Hydraulic Oil	R/R	-
SC5-029	Westinghouse Electrical Guage No. 289B970213A	R/R	-
SC5-030	Metal Snake	L/R	-

ORIGINAL
(Red)

Sea Container 9 (SC9)

ITEM *	* DESCRIPTION *	* LOCATION *	RESULTS *
******	**********	**********	*********
SC9-001	Electrical Conduit 2" to 3/8"	L/R	-
SC9-002	5 Gallon Can w/ 2 Gallons of Transformer fluid	L/R	-
SC9-003	1 Gallon Speed Sander Primer	R	-
SC9-004	1 Gallon Empty Acetone Can	R/R	-
SC9-005	Box of Misc Conduit Fittings	L/R	-
SC9-006	5 Boxes of Misc Elec. Parts	L/R	-
SC9-007	1 Box	R	-
SC9-008	One box of raceway	R	-
SC9-009	3 Spools of audio wire	R	-
SC9-010	3 - 1 Gallon bottles of hexane	R	-
SC9-011	1 electric barrel pump	R	-
SC9-012	Streering Wheel For Platform pump	R	-
SC9-013	6 Threaded rods	R	-
SC9-014	Misc electrical supplies	R	-
SC9-015	1 Box Switch Covers	R	-
SC9-016	1 Box Plugmold Base	R	-
SC9-017	1 Box of Exit Signs Lights	R	-
SC9-018	1 Box of wall brackets	R	-
SC9-019	EMT couplings	R	-
SC9-020	Smoke Duct Connectors	R	-
SC9-021	Circiut Breaker Pannel	R	-
SC9-022	Conduit Brakets and couplings	R	-
SC9-023	Box of stud boxes, clamps,junction boxes	R	-
SC9-024	Misc Electrical parts	R	-
SC9-025	Box of PVC caps,plugs,bushings	R	-
SC9-026	1 Halogen List	R	
SC9-027	1 Electrical Panel	R	-
SC9-028	1 Electrical Panel	R	-
SC9-029	100 amp Power Box	R	-
SC9-030	5 Gallons Thinner	R	-
SC9-031	1 Box Misc Elect Parts	R	-
SC9-032	30 Amp Power Box	R	-
SC9-033	1 Box of EMT Couplings	R	-
SC9-034	2 Box of Elect Parts	R	-
SC9-035	1 Circiut Panel	R	-
SC9-036	2 Box of Steel Couplings	R	-
SC9-037	1 Elect Panel	R	-
SC9-038	Elect Panel w/hangers	R	-
SC9-039	1 Box Springs	M	-
SC9-040	Piece of duct work	M	-
SC9-041	3 Large Elbows	M	-
SC9-042	Flex Hose	M	-
SC9-043	10 Light Hangers	M	-
SC9-044	1 Box Screws Nuts Fasteners	M	-
SC9-045	Elect Motor	M	-
SC9-046	1 Carrige of Wire Rolls	M	
SC9-047	Speeker	M	-
SC9-048	1 Box Compressor Fittings	M	-
SC9-049	1 Light Ballast	M	-

ORIGINAL
(Red)

SC9-050	2 Box Elect Box, Couplings	M	-
SC9-051	1 Box Grounding Straps	M	-
SC9-052	1 Box Spring and Cap	M	-
SC9-053	Box 1 1/4 EMT Couplings	M	-
SC9-054	1 Exit Sign	M	-
SC9-055	1 Box Hangers , Connectors	M	-
SC9-056	1 Box Springs	M	-
SC9-057	1 Box Couplings , Connectors	M	-
SC9-058	3 Conduit Pipes	M	-
SC9-059	1 Box Plugs	M	-
SC9-060	1 Box Connectors	M	-
SC9-061	1 Box Plugs Covers	M	-
SC9-062	1 Pipe Bender	M	-
SC9-063	1 Box Connectors and guides	M	-
SC9-064	1 Box Fuses Wall Covers	M	-
SC9-065	1 Box Bolts/Nuts Fuses	M	-
SC -066	1 Wet Dry Vac	M	-
SC -067	1 Box 3/8 Connectors	M	-
SC9-068	1 Box Gaskets	M	-
SC9-069	1 Box Grounding Fittings	M	-
SC9-070	1 Box Steel Wire Connectors	M	-
SC9-071	1 Roll BX Wire	M	-
SC9-072	1 Box Misc Fittings	M	-
SC9-073	1 Box Wall Covers	M	-
SC9-074	3 Box Hilti Charger Caps	M	-
SC9-075	3 Fire Alarm Boxes	M	-
SC9-076	Plastic Pipe Connectors	M	-
SC9-077	1 Box Wire Clamps	M	-
SC9-078	2 Box Elec outlet switches	M	-
SC9-079	Fan Housing	M	-
SC9-080	Box Ground Connectors	M	-
SC9-081	Box Elec Plug Outlets	M	-
SC9-082	Box Unistrut Clamps	M	-
SC9-083	6 Weatherproof Sockets	M	-
SC -084	Half spool Telephone Wire	M	-
SC -085	1 Box of 4x4 Face Plates	M	-
SC9-086	1 Box with Prop cieling light	M	-
SC9-087	2 Elect ey's	M	-
SC9-088	12 Hung Ceiling Box	M	-
SC9-089	5 Straps	M	-
SC9-090	Milk Crate w/3 exit signs	M	-
SC9-091	Drara Clad	M	-
SC9-092	Cap Screws	M	-
SC9-093	Cap Screws	M	-
SC9-094	Elec Fittings	M	-
SC9-095	1 Qt. Hydraulic Oil	M	-
SC9-096	Elect Sweeps	M	-
SC9-097	6 Spools Wire	M	-
SC9-098	Elect Shut Off Box	M	-
SC9-099	2 Exit Signs	M	-
SC9-100	1 Box Elect Misc Parts	F	-
SC9-101	1 Gallon Hydraulic oil	F	-
SC9-102	Tool Box w/ Misc elect parts	F	-
SC9-103	1 Box Elect Parts	F	-

ORIGINAL
(Red)

SC9-104	Tool Box w/ Misc elect parts	F	-
SC9-105	6 Exit Signs	F	-
SC9-106	Milk Crate w/ Elect Fittings	F	-
SC9-107	Box Of fuses	F	-
SC9-108	1 Box of Metal Cips and Screws	F	-
SC9-109	1 Med Box of Adjustable Bar Hangers	F	-
SC9-110	Tool Box Elect Fittings	F	-
SC9-111	1 Box of Elect Switch Boxes	F	-
SC9-112	Exit Sign Elect Fittings	F	-
SC9-113	1 Florescent Light Fixture	F	-
SC9-114	1 Box of Misc Elect Parts	F	-

Miscellaneous Materials and Air Sampling Log

ORIGINAL
(Red)

CLEAN HARBORS
BUSH STREET
BALTIMORE, MARYLAND

R.E. WRIGHT ASSOCIATES
BLAKE/ ROGERS ELECTRIC SITE

* DATE*	*ITEM*	* DESCRIPTION *	* RESULTS *
******	******	**********	*********
8/18	BT 01	CHIP CABIN CRUISER	1.6 MG/KG
"	BT 02	CHIP SAILBOAT CATAMARAN	N.D.
"	BT 03	CHIP POWERBOAT	4.7 MG/KG
"	SED 01	LIQUID PUDDLE SEDEMENT AT GATE	7.8 UG/L
"	AGT 01	LIQUID TANK COMPOSITE - 4 LEVELS	3900 UG/L
"	KB0818	AIR K. BARTLY ABOVE AREA MONITORED	N.D.
8/19	BS 01	4 WIPE COMPOSITE BOAT STAND	57 UG
"	CGC 01	4 WIPE COMPOSITE COMPRESSED GAS CYLINDERS (WHITE)	ND
"	CGC 02	4 WIPE COMPOSITE COMPRESSED GAS CYLINDERS (RED)	160 UG
"	EC 01	4 WIPE COMPOSITE EAST ELECTRICAL CONDUIT ON RACK 2ND SHELF	ND
"	HTR 01	4 WIPE COMPOSITE BOAT TRAILER	ND
"	AGT 02	8 WIPE COMPOSITE 1/2 FIBERGLASS TANK (EAST)	26 UG
"	AGT 03	8 WIPE COMPOSITE 1/2 FIBERGLASS TANK (WEST)	20 UG
"	ELP 01	1 WIPE COMPOSITE ELECTRICAL PANEL	130MG
"	DC 01	6 WIPE COMPOSITE DRUM CRUSHER	ND
"	DHF 01	4 WIPE COMPOSITE DRUM HANDLER FORK LIFT ATTACHMENT	123 UG
"	UST01	4 LIQUID COMPOSITE TCLP RCRA PCB	180,000 MG/KG
"	EC02	4 WIPE COMPOSITE (WEST) ELECTRICAL CONDUIT BOTTOM WEST	14 UG
"	SWF01	4 WIPE COMPOSITE STAND WITH FORK LIFT ATTACHMENT	40 UG
"	TY01	5 WC STEEL TRAY	14 UG
"	SM0819	AIR - S MCGONIGAL	ND
"	SR0819	AIR - S REILLY	ND
8/20	AA0820	AIR - AREA SAMPLE @ GATE	ND
"	SR0820	AIR - S REILLY PERSONAL	ND
"	ASPH01	SOLIDS FRONT LOT ASPHALT	ND
"	ASPH02	SOLIDS FRONT LOT ASPHALT	21 MG/KG
"	ASPH03	SOLIDS FRONT LOT ASPHALT	7.9MG/KG

"	ASPH05	SOLIDS	FRONT LOT ASPHALT		100 MG/KG
"	ASPH06	SOLIDS	FRONT LOT ASPHALT		7.3 MG/KG
"	ASPH07	SOLIDS	FRONT LOT ASPHALT		5.1 MG/KG
"	ASPH08	SOLIDS	FRONT LOT ASPHALT		4.9 MG/KG
"	ASPH09	SOLIDS	FRONT LOT ASPHALT		1.4 MG/KG
"	ASPH10	SOLIDS	FRONT LOT ASPHALT		13 MG/KG
"	ASPH11	SOLIDS	FRONT LOT ASPHALT		8.4 MG/KG
"	ASPH12	SOLIDS	FRONT LOT ASHPALT		2.2 MG/KG
"	PUT-01A	1 WIPE	COMPOSITE	DRIVER SIDE DOOR	ND
"	PUT-01B	1 WIPE	COMPOSITE	PASS SIDE DOOR	ND
"	PUT-01C	1 WIPE	COMPOSITE	DRIVER SIDE SEAT	ND
"	PUT-01D	1 WIPE	COMPOSITE	PASS SIDE SEAT	ND
"	PUT-01E	1 WIPE	COMPOSITE	STEERING WHEEL	ND
"	PUT-01F	4 WIPE	COMPOSITE	TRUCK BED	ND
"	PUT-01G	4 WIPE	COMPOSITE	TIRES	ND
"	PUT-01H	4 WIPE	COMPOSITE	BODY	ND
"	CR-01A	1 WIPE	COMPOSITE	DRIVER SIDE FLOOR	ND
"	CR-01B	L WIPE	COMPOSITE	PASS. SIDE FLOOR	ND
"	CR-01C	1 WIPE	COMPOSITE	DRIVER SIDE SEAT	ND
"	CR-01D	1 WIPE	COMPOSITE	PASS. SIDE SEAT	ND
"	CR-01E	1 WIPE	COMPOSITE	STEERING WHEEL	ND
"	CR-01F	4 WIPE	COMPOSITE	TIRES	ND
"	CR-01G	5 WIPE	COMPOSITE	BODY	ND
"	RT-01A	1 WIPE	COMPOSITE	DRIVER SIDE FLOOR	ND
"	RT-01B	1 WIPE	COMPOSITE	PASS. SIDE FLOOR	ND
"	RT-01C	1 WIPE	COMPOSITE	DRIVER SIDE SEAT	ND
"	RT-01D	1 WIPE	COMPOSITE	PASS. SIDE SEAT	ND
"	RT-01E	1 WIPE	COMPOSITE	STEERING WHEEL	ND
"	RT-01F	10WIPE	COMPOSITE	TRUCK BED	22 UG
"	RT-01G	6 WIPE	COMPOSITE	BODY	ND
"	RT-01H	4 WIPE	COMPOSITE	TIRES	ND

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8/21	AGT-1	ABOVE GROUND TANK	RE-SAMPLE		
"	CR-02A	1 WIPE	COMPOSITE	DRIVER SIDE FLOOR	ND
"	CR-02B	1 WIPE	COMPOSITE	PASS. SIDE FLOOR	ND
"	CR-02C	1 WIPE	COMPOSITE	DRIVER SIDE SEAT	ND
"	CR-02D	1 WIPE	COMPOSITE	PASS. SIDE SEAT	ND
"	CR-02E	1 WIPE	COMPOSITE	STEERING WHEEL	ND
"	CR-02F	4 WIPE	COMPOSITE	TIRES	ND
"	CR-02G	5 WIPE	COMPOSITE	BODY	ND
"	ROF1	5 WIPE	COMPOSITE	SOIL(TCLP RCRA)	89 MG/KG
"	ROF2	5 WIPE	COMPOSITE	SOIL(TCLP RCRA)	160MG/KG
"	KB0821	PERSONAL AIR SAMPLE	PCB'S	K.BARTLY	ND
"	DM0821	PERSONAL AIR SAMPLE	PCB'S	D.MOORE	ND
"	AA0821	AREA AIR SAMPLE	PCB'S	S.E CORNER	ND

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8/24	SC-01A	SEA CONTAINER CHIP COMPOSITE 4 (REAR)	53 MG/KG
"	SC-01B	SEA CONTAINER CHIP COMPOSITE 4 (MID)	48 MG/KG
"	SC-01C	SEA CONTAINER CHIP COMPOSITE 4(FRONT)	14.5MG/KG
"	SC-02A	SEA CONTAINER CHIP COMPOSITE 4 (REAR)	4.5MG/KG
"	SC-02B	SEA CONTAINER CHIP COMPOSITE 4 (MID)	ND
"	SC-02C	SEA CONTAINER CHIP COMPOSITE 4(FRONT)	10 MG/KG
"	SC-03A	SEA CONTAINER CHIP COMPOSITE 4 (REAR)	4.8MG/KG
"	SC-03B	SEA CONTAINER CHIP COMPOSITE 4 (MID)	19.8MG/KG
"	SC-03C	SEA CONTAINER CHIP COMPOSITE 4(FRONT)	7.1MG/KG
"	SC-04A	SEA CONTAINER CHIP COMPOSITE 4 (REAR)	10.4MG/KG
"	SC-04B	SEA CONTAINER CHIP COMPOSITE 4 (MID)	14 MG/KG
"	SC-04C	SEA CONTAINER CHIP COMPOSITE 4(FRONT)	6 MG/KG
"	SC-05A	SEA CONTAINER CHIP COMPOSITE 4 (REAR)	ND
"	SC-05B	SEA CONTAINER CHIP COMPOSITE 4 (MID)	ND
"	SC-05C	SEA CONTAINER CHIP COMPOSITE 4(FRONT)	ND
"	SC3-01	2 WIPE COMPOSITE BOAT DEBRIS	ND
"	SC3-02	5 WIPE COMPOSITE ELECT DRAFT TBLES	ND
"	SC3-04	1 WIPE PLUMBING SNAKE	ND
"	SC3-06	4 WIPE COMPOSITE ALUMINUM CACINET	66 UG
"	SC3-07	4 WIPE COMPOSITE LAY FLAT HOSE	11 UG
"	SC3-08A	5 WIPE COMPOSITE GREEN JOB BOX	
		4 INSIDE	ND
		1 OUTSIDE	ND
"	SC3-08B	4 WIPE COMPOSITE TOOLS INSIDE	ND
"	SC3-09	1 WIPE HILTI SUPPLY CABINET	ND
"	SC3-11	1 WIPE CHAIN HOIST	ND
"	SC3-13	1 WIPE GAS CAN HANDLES	ND
"	SC3-14	1 WIPE PIPE CUTTER	
		DRILL BIT	150 UG
		ANCHOR BOLTS	
"	SC3-15A	5 WIPE COMPOSITE GREY JOB BOX	
		4 INSIDE	150 UG
		1 TOP	
"	SC3-15B	4 WIPE COMPOSITE GREY JOB BOX	
		TOOLS INSIDE	3800UG
"	SC3-17	6 WIPE COMPOSITE UPRIGHT CABINET W/	DOORS
		4 INTERIOR	ND
		2 OUTSIDE	
"	SC3-18	3 WIPE COMPOSITE SCRAP CHOPPER	1800UG
"	SC3-19	10 WIPE COMPOSITE 8 SHELF UNIT	ND
"	SC3-20	5 WIPE COMPOSITE UPRIGHT SHELF	
		THREE SHELF UNIT	57 UG
"	SC3-21	1 WIPE BOAT FUEL TANK	ND
		(INSIDE FILL PIPE)	
"	SC3-23A	2 WIPE COMPOSITE HYDRAULIC PIPE	ND
		BENDER - BOX	
"	SC3-23B	2 WIPE COMPOSITE HYDRAULIC PIPE	ND
		BENDER - TOOL	
"	SC3-24	2 WIPE COMPOSITE BOX OF DEBRIS	490UG
"	TL0824	PERSONAL AIR SAMPLE TIM LEWIS	ND

ORIGINAL
(Red)

"	AA0824	AREA AIR SAMPLE @ GATE	4 ND

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8/25			
"	RK0825	PERSONAL AIR SAMPLE R.KNOWLES	ND
"	BA0825	BLANK AIR SAMPLE	ND
"	AA0825	AREA AIR SAMPLE @ GATE	ND
"	SC1-001	2 WIPE COMPOSITE PUMP	39UG
"	SC1-004	1 WIPE SPRAYER	41UG
"	SC1-005	1 WIPE COMPRESSOR	137UG
"	SC1-006	1 WIPE GARDEN HOSE	ND
"	SC1-009	2 WIPE COMPOSITE METAL TOOL BOX	ND
"	SC1-010	2 WIPE COMPOSITE ROGERS TOOL BOX	940UG
"	SC1-014	3 WIPE COMPOSITE BLUE TOOL BOX CONTENTS	168UG
"	SC1-015	3 WIPE COMPOSITE BLUE TOOL BOX	ND
"	SC1-016	3 WIPE COMPOSITE CART	166UG
"	SC1-018	3 WIPE COMPOSITE METAL TOOL BOX	194UG
"	SC1-052	HAND TOOLS	ND
"	SC1-038	2 CHAIN HOIST	14 UG
"	SC1-031	GREEN BOX	ND
"	SC1-037	LAREGE WOODEN TOOL BOX	ND
"	SC1-023	BLACK METAL TOOL BOX W/PLUGS	ND
"	SC1-046	HYDRAULIC JACK	ND
"	SC1-059	CUT SAW	ND
"	SC1-054	2 METAL JACKS	ND
"	SC1-057	ROLL OFF CHAIN	22 UG
"	G-013		1100UG
"	G-001	2 WIPE COMPOSITE FILING CABINET	ND
"	G-002	3 WIPE COMPOSITE SHELVING	50 UG
"	G-003	2 WIPE COMPOSITE BOAT ENGINE	76 UG
"	G-004	5 WIPE COMPOSITE GENERATOR	860 UG
"	G-005	2 WIPE COMPOSITE SPOT WELDER	ND
"	G-006	2 WIPE COMPOSITE WELDER	ND
"	G-007	WIPE COMPOSITE	280 UG

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8/26	G-008	4 WIPE COMPOSITE SHELF MISC	96 UG
"	G-009	3 WIPE COMPOSITE SHELVING W/ AIR COMPRESSOR	23 UG
"	G-010	2 WIPE COMPOSTIE TRASH CANS	33 UG
"	G-011	1 WIPE SHOVEL,BROOM	18 UG
"	G-012	1 WIPE WIRE RACK	ND
"	G-013	5 WIPE COMPOSITE SHELFING	1100UG
"	G-015	3 WIPE COPOSITE CHAIR, FAN	17 UG
"	G-016	2 WIPE COMPOSITE FILING CABINET	ND
"	RK0826	PERSONAL AIR SAMPLE	ND
"	AA0826	ARE AIR SAMPLE @ GATE	ND
"	SC1-035	BLACK AND DECKER TOOL BOX	ND

"	SC1-032	ORANGE HILTI BOX	ND
"	SC1-042	4 PIPE CUTTERS	139 UG
"	SC1-044	LARGE WOODEN TOOL BOB W/MISC ITEMS	27 UG
"	SC1-050	PIPE BENDER	30 UG
"	SC1-049	METAL BOX W/ MISC ITEMS	34 UG
"	SC1-058	WIPE GAS CYLINDER	ND
"	SC1-020	WIPE DOUBLE CYLINDER AIR COMPRESSOR	ND
"	SC1-026	WIPE HOSE/ EXTENSION CORD	ND
"	SC1-028	WIPE 3 GAS POWERED PUMPS	39 UG
"	SC1-033	WIPE GREEN VACUME	ND
"	SC1-039	WIPE 2 MISC PUMPS	12 UG
"	SC1-040	WIPE 2 LARGE CUTTERS	73 UG
"	SC1-041	WIPE COMPOSITE	74 UG
"	SC1-060	WIPE HUGE METAL TOOL BOX	72 UG
"	SC1-048	WIPE DRILL PRESS	89 UG
"	SC1-022	WIPE WOODEN TOOL BOX	26 UG
"	SC1-019	WIPE COMPOSITE	320 UG

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8/27	SMI-12	4 WIPE COMPOSITE PIPE RACK	ND
"	SMI-13	4 WIPE COMPOSITE PIPE RACK	ND
"	SMI-14	4 WIPE COMPOSITE PIPE RACK	ND
"	SMI-16	3 WIPE COMPOSITE TOOL BOX	ND
"	SMI-17	2 WIPE COMPOSITE GREENLEE TOOL BOX	ND
"	SMI-19	3 WIPE COMPOSITE ELECTRICAL BOX	6600UG
"	SMI-20	3 WIPE COMPSITE ELECTRICAL BOX	48 UG
"	SMI-23	2 WIPE COMPOSITE PUMP	ND
"	SMI-24	2 WIPE COMPOSITE LIFT	ND
"	SMI-25	2 WIPE COMPOSITE SOLVENT RECOVERY STILL	ND
"	SMI-32	3 WIPE COMPOSITE RETROSIL CONTROL STATION	ND
"	GS-0827	PERSONAL AIR SAMPLE G. SANTOS	ND
"	SM-0827	PERSONAL AIR SAMPLE S. MCGONIGAL	ND
"	AA-0827	AREA AIR SAMPLE @ GATE	ND
"	OBVT-01	1 WIPE OFFICE BUILDING VENT	ND
"	OBVT-02	1 WIPE OFFICE BUILDING VENT	ND
"	OBVT-03	1 WIPE OFFICE BUILDING VENT	ND
"	OBCSC-01	2 CHIP SAMPLES CIELING AROUND VENT	ND
"	OBCSC-02	2 CHIP SAMPLES CIELING AROUND VENT	ND
"	OBCSC-03	2 CHIP SAMPLES CIELING AROUND VENT	ND
"	OBGE-01	1 WIPE GARAGE ENTERENCE IN OFFICE	ND
"	OBOE-01	1 WIPE OFFICE ENTERERNCE	17 UG
"	OBCE-01	2 CARPET COMPOSITE SAMPLE	ND
"	OBCC-01	2 CARPET COMPOSITE SAMPLE FRONT DOOR	24 MG/KG
"	TY-02	5 WIPE COMPOSITE STEEL TRAY	ND
"	TY-03	5 WIPE COMPOSITE STEEL TRAY	ND
"	TY-04	5 WIPE COMPOSITE STEEL TRAY	<100 UG
"	TY-05	5 WIPE COMPOSITE STEEL TRAY	ND

"	TY-06	5 WIPE COMPOSITE STEEL TRAY	12 UG
"	TY-07	5 WIPE COMPOSITE STEEL TRAY	260 UG
"	TY-08	5 WIPE COMPOSITE STEEL TRAY	ND
"	TY-09	5 WIPE COMPOSITE STEEL TRAY	ND
"	TY-10	5 WIPE COMPOSITE STEEL TRAY	43 UG
"	TY-11	5 WIPE COMPOSITE STEEL TRAY	115 UG
"	TY-12	5 WIPE COMPOSITE STEEL TRAY	1500 UG
"	TY-13	5 WIPE COMPOSITE STEEL TRAY	26 UG

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8/31	AA0831	AREA AIR SAMPLES @ GATE	ND

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9/01	BTR-01A	4 WIPE COMPOSITE TIRE	ND
"	BTR-01B	4 WIPE COMPOSITE TRAILER BOX(OUTSIDE)	ND
"	BTR-01C	8 WIPE COMPOSITE TRAILER BOX(INSIDE)	
		1 OF 2 4 WIPES OF FLOOR	ND
		2 OF 2 4 WIPES OF WALLS	
"	BTR-01D	2 WIPE COMPOSITE LANDING GEAR	ND
"	TD-01	6 WIPE COMPOSITE TRASH DUMPSTER	
		1 OF 2 4 WIPES OF WALLS	80 UG
		2 OF 2 2 WIPES OF FLOOR	
"	AA0109	AREA AIR SAMPLE @ GATE	ND

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ALL OF THE SAMPLES TAKEN ON 9/03 WERE BROKEN DURING SHIPPING. THEY WERE RE-SAMPLED ON 9/10.

9/03 & 9/10

		2 CHIP SAMPLE COMPOSITE	
"	ASPH-013	N.E. CORNER OF SITE OUTSIDE FENCE	"
"	ASPH-014	N.E. CORNER OF SITE OUTSIDE FENSE	2.5 mg/kg
"	ASPH-015	CHIP SAMPLES BEHIND BUILDIN STAINED AREA	590 mg/kg
"	ASPH-016	CHIP SAMPLES BEHIND BUILDIN STAINED AREA	17.3 mg/kg
"	ASPH-017	CHIP SAMPLES BEHIND BUILDIN STAINED AREA	120 mg/kg
"	ASPH-018	CHIP SAMPLES BEHIND BUILDIN STAINED AREA	
"	TRY-01	1 QT. TRAY WATER SAMPLE	
"	ROFW-01	1 QT. ROLL OFF WATER SAMPLE	
"	SED-02	SEDEMENT SAMPLE OUTSIDE N.E	
"	SED-03	SEDEMENT SAMPLE OUTSIDE N.E	
"	AA0903	AREA AIR SAMPLE @ GATE	

9/22			
"	JP0922	PERSONAL AIR SAMPLES J. POCH	ND
"	AA0922	AREA AIR SAMPLE	ND
9/23			
"	AA0923	AREA AIR SAMPLE @ GATE	ND
"	SR0923	PERSONAL AIR SAMPLE S. REILLY	ND
9/24			
"	AA0924	AREA AIR SAMPLE @ GATE	ND
"	AC0924	PERSONAL AIR SAMPLE A CAPRIO	ND
9/29			
"	AA0929	AREA AIR SAMPLE @ GATE	ND
"	SR0929	PERSONAL AIR SAMPLE S.REILLY	ND
9/30			
"	AA0930	AREA AIR SAMPLE @ GATE	ND
10/1			
"	AA1001	AREA AIR SAMPLE @ GATE	ND
"	AC1001	PERSONAL AIR SAMPLE A.CAPRIO	ND
"	JP1001	PERSONAL AIR SAMPLE J.POCH	ND
10/2			
"	SC8-01I	8 WIPE COMPOSITE SC 8 INTERIOR	21UG
"	SC8-02I	1 WIPE DUPLICATE INTERIOR	ND
"	SC10-01I	8 WIPE COMPOSITE SC 10 INTERIOR	ND
"	SC11-01I	8 WIPE COMPOSITE SC 11 INTERIOR	ND
"	SC12-01I	8 WIPE COMPOSITE SC12 INTERIOR	25UG
"	SC12-02I	1 WIPE DUPLICATE SC12 INTERIOR	ND
"	SC8-01E	4 WIPE COMPOSITE SC8 EXTERIOR	ND
"	SC10-01E	4 WIPE COMPOSITE SC10 EXTERIOR	ND
"	SC11-01E	4 WIPE COMPOSITE SC11 EXTERIOR	ND
"	SC12-01E	4 WIPE COMPOSITE SC12 EXTERIOR	ND

"	SC-BLANK	1 BLANK	ND
"	RT-01GD	6 WIPE COMPOSITE OUTSIDE BED RT	ND
"	RT-01FD	10 WIPE COMPOSITE RACK TRUCK BED	150 UG
"	RT-BLANK	1 BLANK	ND
"	AA 1002	AREA AIR @ GATE	ND

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10/9			
"	AA1009	AREA AIR SAMPLE @ GATE	ND
"	SMI-023	GRAB SAMPLE PUMP TANK HOUSING	ND

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10/6			
"	AA1006	AREA AIR SAMPLE @ GATE	ND
"	PA1006	PERSONAL AIR SAMPLE	ND

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10/7			
"	AA1007	AREA AIR SAMPLE @ GATE	ND
"	AC1007	PERSONAL AIR SAMPLE A.CAPRIO	ND
"	DR1007	AREA AIR @ DRILLERS RIG	ND
"	RS-01	RIVER SEDEMENT SAMPLE (NORTH)	ND
"	RS-02	RIVER SEDEMENT SAMPLE (SOUTH)	ND

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10/8			
"	AA1008	AREA SAMPLE @ GATE	ND
"	DR1008	DRILLING RIG AIR SAMPLE	ND

****

10/12			
"	AA1012	AREA AIR SAMLE @ GATE	ND
"	DR1012	DRILLING RIG AIR SAMPLE	ND

****

10/13			
"	AA1013	AREA AIR SAMPLE @ GATE	ND
"	MR1013	PERSONAL AIR SAMPLE M.ROBILARD	ND

****

10/15			
"	AA1015	AREA AIR SAMPLE @ GATE	ND
"	SC9-01I	8 WIPE COMPOSITE SC9 INTERIOR	ND
"	SC9-01E	4 WIPE COMPOSITE SC9 EXTERIOR	ND

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10/20			
"	AA1020	AREA AIR SAMPLE @ GATE	ND

****

10/21			
"	SR1021	PERSONAL AIR SAMPLE S.REILLY	ND
"	SC1-01	10 WIPE COMPOSITE	ND

****

10/22			
"	AA1022	AREA AIR SAMPLE @ GATE	ND

****

10/26			
"	AA1026	AREA AIR SAMPLE @ GATE	ND
"	SM1026	2 CHARCOAL TUBE AIR SAMPLES	ND

****

10/27			
"	AA1027	AREA AIR SAMPLE @ GATE	ND

****

10/28			
"	AA1028	AREA AIR SAMPLE @ GATE	ND
"	TD1028	2 CHARCOAL TUBE SAMPLES	ND
"	EES-01	A&B SOIL COMPOSITE RIGHT SIDE OF OFFICE PILE	1.3 mg/kg
"	EES-02	A&B SOIL COMPOSITE MIDDLE SIDE OF PILE	ND
"	EES-03	A&B SOIL COMPOSITE LEFT SIDE OF PILE	ND
"	EES-04	ABCD SOIL CPMPOSITE NEAR SIDE OF HOLE	ND
"	EES-05	ABCD SOIL COMPOSITE FAR SIDE OF HOLE	ND
"	EES-06	ABCD SOIL COMPOSITE HOLE BOTTOM GATE SIDE OF SOIL PILE	ND

"	EES-07	ABCD SOIL COMPOSITE HOLE BOTTOM YARD SIDE OF SOIL PILE	240 ug/l Trichloroethene

****

11/02			
"	UST1-01E	UST NO 1 EXTERIOR	11ug
"	UST1-02I	UST NO 2 INTERIOR	4000 ug/l
"	DS-01		430 ug/l
"	UST1-01I	UST NO 1 INTERIOR	100 ug/l

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/1/93			
"	DW11	SOIL GRAB	2.7 mg/kg
"	DW4423	Soil Grab PCB	ND
"	ASPH-71	Soil GRAB PCB	ND
"	ASPH-72	SOIL GRAB PCB	7.1 mg/kg
"	ASPH-73	SOIL GRAB PCB	ND
"	ASPH-74	SOIL GRAB PCB	5.5 mg/kg
"	DW5	SOIL GRAB PCB	ND
"	DW4854	SOIL GRAB PCB	180 mg/kg
"	DWS-1	SOIL GRAB PCB	165 mg/kg

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2/19/93			
"	E-S/OUTSIDE LOT SOUTH END/EAST SIDE	SOIL GRAB PCB	ND
"	E-N/OUTSIDE LOT NORTH END/EAST SIDE	SOIL GRAB PCB	ND
"	NWC/CORR TO 4854	SOIL GRAB PCB	3.8 mg/kg
"	SWS-B/CORR. TO DWS-1	SOIL GRAB PCB	ND
"	ASPH-16-B	SOIL GRAB PCB	ND
"	ASPH-2-B	SOIL GRAB PCB	1.5 mg/kg
"	ASPH-12-B	SOIL GRAB PCB	ND
"	STOCK PILE/CORR. TO 4854	SOIL GRAB PCB	31 mg/kg

APPENDIX D

o Letters of Non-Hazardous Waste Disposal Determination

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
841 Chestnut Building
Philadelphia, Pennsylvania 19107

ORIGINAL (Red)

Mr. John F. Seymour
Shaw, Pittman, Potts and Trowbridge
2300 N. Street, NW
Washington, DC 20037

OCT 08 1992

Re: Rogers Electric Site
Docket No.III-91-58-DC

Dear Mr. Seymour:

I have received your September 30, 1992 request for verification of your interpretation of the application of the Toxic Substances Control Act ("TSCA") PCB regulations with regard to the disposal of materials from the referenced Site. I have also received an opinion from a representative in our TSCA program that indicates that the "as found" policy would apply -- that is that we may consider the form and concentration of PCBs as found at the Site, and dispose in accordance with TSCA. Therefore, your interpretation that the anti-dilution provisions of the PCB rule should not be applied to soils proposed for disposal, is correct.

In addition, the Management of rainwater as non-PCB containing, in light of the 4 ug/e detection level utilized in the ongoing analysis, is hereby approved.

If you have any questions, please contact me at (215) 597-8751.

Sincerely,

Karen M. Wolper

Karen M. Wolper, Chief
Removal Enforcement Section

CC: Tim Gardner

SHAW, PITTMAN, POTTS & TROWBRIDGE
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
2300 N STREET, N. W.
WASHINGTON, D. C. 20037
(202) 663-6000

FACSIMILE
(202) 663-8007

JOHN F. SEYMOUR
(202) 663-8254

October 7, 1992

BY TELECOPY

Mr. Timothy N. Gardner
R.E. Wright Associates, Inc.
125 Airport Drive, Suite 36
Westminster, MD 21157

Re: Removal of Waste From the Rogers Electric Site

Dear Tim:

This is to advise you that Chester White of Blake Construction Company has confirmed that Blake will remove certain scrap and debris from the Rogers Electric Site and dispose of that material as permitted under Maryland law.

Blake understands that some of these items contain de minimis concentrations of PCBs, but are not regulated under the Toxic Substances Control Act (TSCA). Blake understands further that these wastes, although not regulated under TSCA, nevertheless contain small quantities of hazardous substances and could expose Blake to liability in the event that the eventual disposal site suffers a release of pollutants within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or similar federal or state laws.

Sincerely,

John F. Seymour

cc: Chester White
0344:480IFS.92

APPENDIX E

- Authorization to Delete Phase V of the Plan

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
841 Chestnut Building
Philadelphia, Pennsylvania 19107

ORIGINAL (Red)

FEB 17 93

FEB 12 1993

Mr. Timothy N. Gardner
Project Coordinator
R.E. Wright, Associates, Inc.
Gateway West
125 Airport Drive, Suite 36
Westminster, MD 21157-3030

Re: Rogers Electric Site ("Site")

Dear Mr. Gardner:

Thank you for your letter of February 3, 1993 that documents your proposal to revise the approved Work Plan for the referenced Site pursuant to the EPA's Administrative Order ("Order) [Docket No. III-91-58-DC]. Your proposal supports the omission of confirmatory sampling, in light of the absence of surficial contamination detected during the removal operation. Pursuant to paragraph 8.8 of the Order, EPA hereby approves your proposed modification, and looks forward to reviewing the Final Report.

Sincerely,

Karen M. Wolper

Karen M. Wolper, Chief
Removal Enforcement Section

CC: B. Noble (DLA)
J. Phelan (MDE)